Workplace gazette

An Industrial Relations Quarterly

Spring 2001

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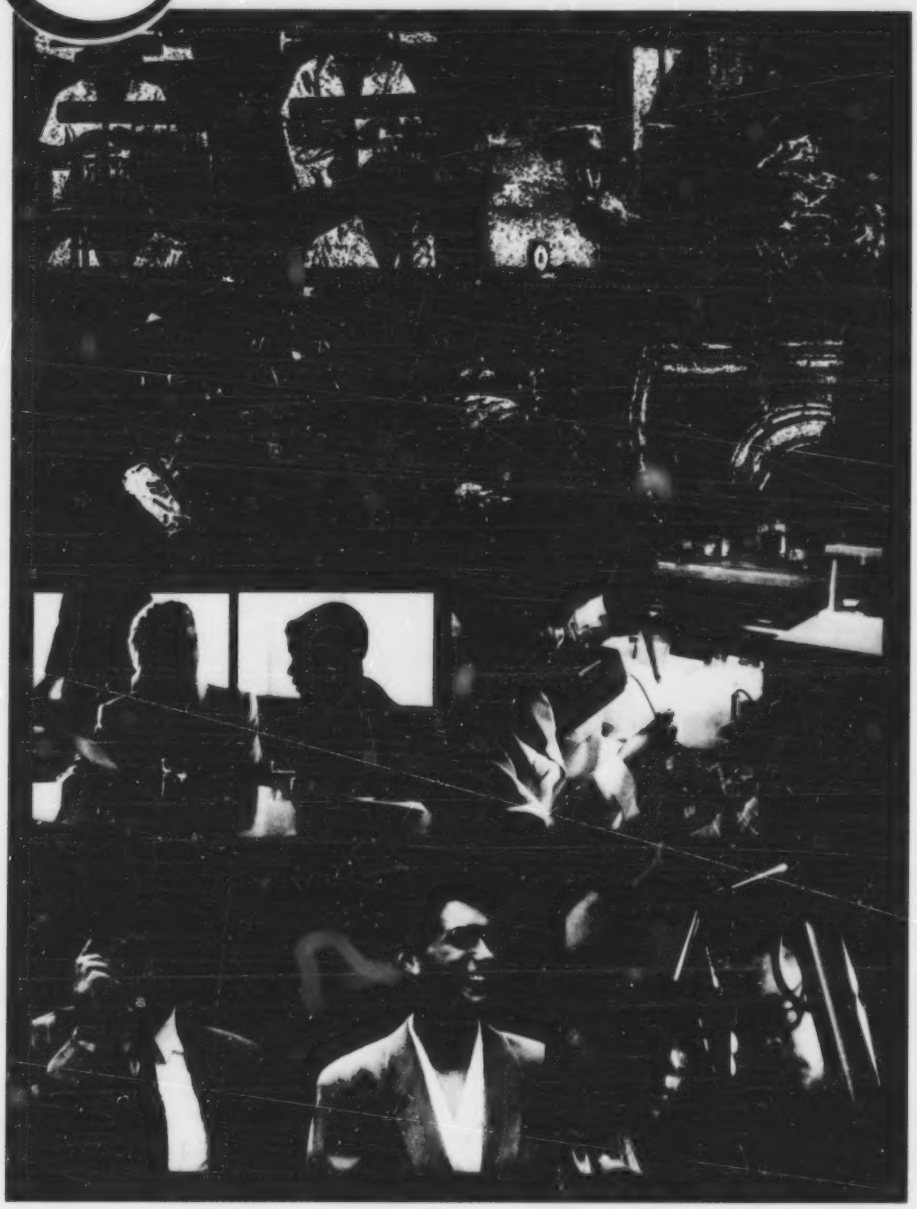
- Arbitrator by Lottery – Alberta's Ministerial Appointment System
- Recent Research and Developments in Comparative Industrial Relations
- Work and Family Provisions in Canadian Collective Agreements



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AT A GLANCE

The *Workplace Gazette* presents a wide range of information and analysis to meet the ever-changing needs of the industrial relations community. Its purpose is to provide a sound base for research in support of the bargaining process.

The *Workplace Gazette* includes information and analysis on wage adjustments, collective agreement provisions, innovative workplace practices, work stoppages, upcoming key negotiations and other related topics.

Section 1

In this issue, Section 1 includes the annual and fourth quarter data for 2000 on wage adjustments in major collective agreements, both current and historical by public and private sectors, by region, by jurisdiction and by major industry. Also included is a selection of key collective bargaining negotiations for the upcoming year and a listing of major settlements reached in the fourth quarter of 2000.

Section 2

Section 2 includes an overview of work and family balance on the international scene and information on work stoppages for the third and fourth quarters of 2000.

Section 3

Section 3 summarizes innovative practices in the workplace resulting from collective bargaining. An inclusion dedicates a National Day of Mourning in memory of those who have died or been injured as a result of a workplace accident. Case studies include the following: highlights from a conference on youth health and safety in the workplace are presented and from a conference on harnessing the power of joint workplace committees at New Brunswick Power Corporation. Algoma Central Railway provides a joint labour-management participation initiative which evolved from a negotiated provision within their current collective agreement.

Articles include a description of an innovative process for arbitrator selection in Alberta, and a piece on recent research and developments in comparative industrial relations. An executive summary of a major report on work and family provisions in Canadian collective agreements is also featured.

Recent changes in Canadian Labour Laws focus on adopted bills, regulations and other statutory instruments.

Yesterday and Today describes how work and family, a current preoccupation, was also a major preoccupation 50 years ago.

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SECTION 1

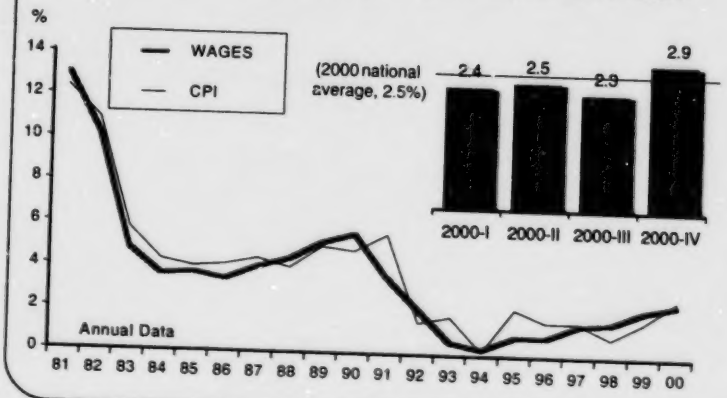
MAJOR WAGE SETTLEMENTS* – ANNUAL AND FOURTH QUARTER 2000

Summary

- Annual base rate wage adjustments averaged 2.5 per cent in the year 2000, an increase from 2.2 per cent in 1999
- Public sector wage adjustments averaged 2.5 per cent in 2000, just slightly greater than the 2.3 per cent increase in the private sector
- Wage adjustments were highest in the Prairie Provinces at 3.8 per cent; wage adjustments were lowest in British Columbia at 1.7 per cent
- The vast majority of employees (73 per cent) in the year 2000, received increases in the 2.0 to 2.9 per cent range

Chart A

Major Wage Settlements
Average Annual Percentage Adjustment in Base Rates



Source: Workplace Information Directorate

Overview

Major collective bargaining settlements reached in the year **2000** provided base-rate wage adjustments averaging **2.5 per cent** annually over the contract-term, an increase from the 2.2 per cent average for the year 1999.

The results for the year 2000 are based on a review of 357 agreements covering 1,039,200 employees.

The average wage adjustment in the year 2000 was above the average in contracts they replaced. When the parties to the year 2000 settlements last negotiated, the resulting wage adjustments averaged only 1.4 per cent, compared to the current 2.5 per cent.

Wage Adjustments (%) and Increases in the CPI (%), 1994 to 2000

	1994	1995	1996	1997	1998	1999	2000
The CPI	0.2	2.2	1.6	1.6	0.9	1.7	2.7
Wage Increases							
All Industries	0.3	0.9	0.9	1.5	1.7	2.2	2.5
Public Sector	0.0	0.6	0.5	1.1	1.6	1.9	2.5
Private Sector	1.2	1.4	1.8	1.8	1.8	2.6	2.3
Manufacturing Sector	2.0	2.2	2.8	2.3	1.5	3.3	2.4

Source: Workplace Information Directorate

* Major settlements are those involving bargaining units of 500 or more employees. All wage rate adjustments over the term of these agreements, including those arising from cost-of-living clauses (COLA), are taken into account. The yield of such COLA clauses is estimated on an assumed 2.0 per cent annual increase in the Consumer Price Index.

Wage increases have risen moderately but steadily since the record low 0.3 per cent average annual adjustment recorded in 1994. The average rose slightly to 0.9 per cent in 1995 and 1996, then to 1.5 per cent in 1997, to 1.7 per cent in 1998 and to 2.2 per cent in 1999. The 2.5 per cent gain in the year 2000 remains well below the annual peak of 5.6 per cent recorded in 1990.

Also since 1994, only in 1998 and 1999, have average wage adjustments been above the year-over-year rise in the Consumer Price Index (CPI). For the year 2000, average wage adjustments (2.5 per cent), returned to a level below the year-over-year rise in the CPI (2.7 per cent).

The last decade has seen an increase in contracts of longer duration. Contract-duration averaged 35.3 months in the year 2000, the second longest in any year since the wage-settlements series commenced in 1978 (the longest was in 1999 at 36.4 months). In 1978, the average length of contract duration was 18.9 months. While longer-duration contracts have occurred in both sectors since 1995, private-sector settlements have been of longer average duration than those in the public sector. In the year 2000, public sector contract-duration averaged 34 months compared to 43 months in the private sector.

Public and Private Sectors by Jurisdiction

An overall rise in average wage adjustments to 2.5 per cent in the year 2000 resulted despite the movements in opposite directions in the public and private sectors. In the **public sector**, wage adjustments averaged **2.5 per cent** for 880,160 employees in 267 settlements , an increase from the 1.9 per cent average adjustment in that sector in 1999. In the **private sector**, wage adjustments in the year 2000 for only 159,040 employees in 90 settlements, averaged **2.3 per cent**, down from an average of 2.6 per cent in 1999. Throughout the 1990's, private-sector wage gains had remained above those in the public sector.

The majority of major settlements (75 per cent) and the largest concentration of employees (85 per cent) covered in the year 2000, were in the public sector. One of the largest average annual wage increases in the public sector was recorded in Alberta at 4.4 per cent (35 agreements covering 63,870 employees). Excluding the Alberta public-sector agreements from the wage series, wage adjustments in the remaining settlements would average 2.3 per cent (both public sector and all agreements). The Alberta public-sector adjustments exerted some upward pressure on the public-sector and the aggregate wage figures.

In the federal public sector, 23 agreements provided 210,460 employees with wage increases averaging 2.2 per cent. In Quebec, 76 public-sector agreements provided 323,740 employees with wage increases averaging 2.3 per cent and in Ontario 75 public-sector agreements provided 175,140 employees with wage gains averaging 2.5 per cent. The smallest public-sector adjustment was recorded in British Columbia at 1.4 per cent (24 agreements covering 38,370 employees). (See **Table C-1 on page 27** which provides a perspective on wage gains from major collective bargaining settlements in the public and private sectors by jurisdiction.)

In the private sector, agreements ranged from a wage freeze in two settlements (Laurentian Bank and Hub Meat Packers) to 5.0 per cent in a single agreement (Ontario Sheet Metal and Air Handling Group). By province, the largest private-sector average wage adjustment was in Alberta at 4.8 per cent which resulted from a single major agreement (Calgary Laboratory Services). The lowest average wage adjustment was in New Brunswick at 1.4 per cent (6 agreements covering 3,740 employees).

Distribution of Agreements and Employees by Size of Wage adjustments – 2000

Increase Range	# of agts.	% of agts.	# of empls.	% of empls.
0%	6	1.7	6,590	0.6
>0%-0.9%	17	4.8	20,750	2.0
1.0%-1.9%	40	11.2	82,600	7.9
2.0%-2.9%	205	57.4	758,000	72.9
3.0%-3.9%	45	12.6	87,370	8.4
4.0%-4.9%	30	8.4	51,970	5.0
5.0%-5.9%	7	2.0	14,590	1.4
6.0%-6.9%	1	0.3	6,410	0.6
7.0% and over	6	1.7	10,920	1.1
All levels	357	100.0	1,039,200	100.0

Source: Workplace Information Directorate

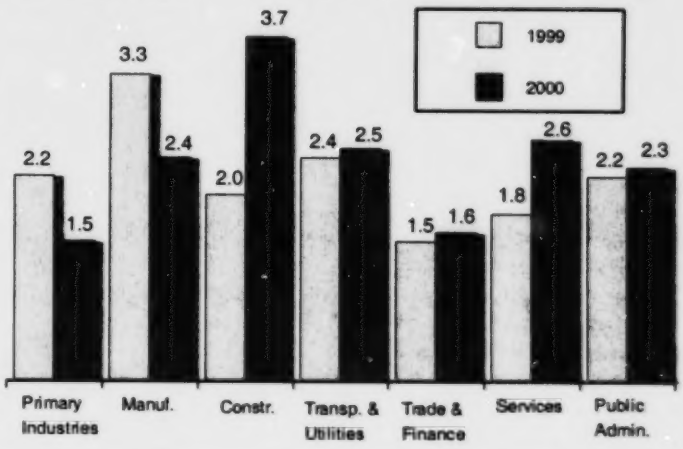
Distribution by Size of Wage Adjustments

The low incidence of wage freezes and wage cuts continued in 2000, where 0.6 per cent of all employees in the year's 357 settlements were subject to wage freezes and rollbacks. In contrast, 926,700 employees in 237 settlements reached in 1993 were subject to wage freezes and wage cuts, constituting two-thirds of all employees in the 518 settlements reached in that year.

The vast majority of employees in 2000, received increases in the 2.0 to 2.9 per cent range (73 per cent); 10.5 per cent of all employees received wage adjustments below 2.0 per cent and 16.5 per cent received increases of 3.0 per cent and over.

Chart B

Major Wage Settlements by Industry
Average Annual Percentage Adjustment in Base Rates



Source: Workplace Information Directorate

In comparison, in 1999, a larger proportion of employees received wage adjustments at the lower end of the wage scale (50.7per cent of all employees received wage adjustments below the 2.0 per cent level in 1999). Only 24.7 per cent of all employees received increases in the 2.0 to 2.9 per cent range and 24.6 per cent of all employees received wage gains of 3.0 per cent and over.

Wage Adjustments by Industry

On an industry basis, the largest concentration of employees was in the **services sector** (47 per cent of all employees); this was due to

Major Wage Settlements by Industry
Average Annual Percentage Adjustment in Base Rates – 1998-2000

Industry	1998		1999		2000	
	wage(%)	empls.	wage(%)	empls.	wage(%)	empls.
Primary Industries	1.1	1,790	2.2	6,710	1.5	4,870
Manufacturing	1.5	85,100	3.3	103,920	2.4	66,410
Construction	2.4	95,970	2.0	97,830	3.7	8,600
Transp./Comm./Utilites	1.9	83,930	2.4	136,200	2.5	118,430
Trade & Finance	1.6	26,800	1.5	18,410	1.6	54,120
Service Industries	1.4	377,240	1.8	313,200	2.6	489,210
Public Administration	1.8	247,800	2.2	144,420	2.3	297,560
All Industries	1.7	918,630	2.2	820,690	2.5	1,039,200

Source: Workplace Information Directorate

the large number of public sector settlements in the education and health sub-sectors across the country. Wage increases in the services sector averaged **2.6 per cent**, which was just a fraction above the national average.

The largest average wage increase in the year 2000 was in the **construction sector**, at **3.7 per cent**. However, this sector had relatively few settlements and a low coverage of 8,600 employees. The size of the average wage adjustment in this sector was largely a result of the Ontario Sheet Metal and Air Handling Group settlement, providing 5,000 workers with wage gains of 5.0 per cent.

In **transportation, communications and other utilities**, wage adjustments in 2000 averaged **2.5 per cent** for 118,430 employees. The majority of employees covered in these settlements (57per cent) were in the Federal jurisdiction; they received an average wage adjustment of 2.2 per cent.

All remaining industry sector figures were below the national average of 2.5 per cent. For 66,410 employees in **manufacturing**, wage adjustments averaged **2.4 per cent**. Of these, 24,070 were in Ontario with an average adjustment of 2.6 per cent, while 21,550 employees in British Columbia received wage increases averaging 2.0 per cent and 15,370 in Quebec received increases averaging 2.7 per cent.

In **public administration**, 297,560 employees (29 per cent of all employees) received wage adjustments averaging **2.3 per cent** in settlements reached in 2000. Of these, 15 federal public sector agreements accounted for 51 per cent of employees covered in this jurisdiction; wage increases for these averaged 2.1 per cent.

Wage adjustments in the **trade sector** in 2000 averaged 1.6 per cent for 54,120 employees. The majority (76 per cent) of employees covered in these contracts were in Ontario. The smallest average increase in wage adjustments was recorded in **primary industries** at **1.5 per cent**. There were only three settlements in this sector in the year 2000, covering 4,870 employees (0.5 per cent of all employees).

Fourth Quarter – 2000

- The collective agreements reached during the fourth quarter of 2000 provided base-rate adjustments averaging 2.9 per cent annually, the highest quarterly rate for the year
- The fourth quarter results are based on a review of 63 agreements covering 118,790 employees
- Most of these 63 agreements are in the public sector (48 agreements and 79.8 per cent of the employees). The average wage adjustment in this sector is 3.1 per cent, compared with 2.2 per cent in the private sector
- The vast majority of the agreements were reached in Ontario and the Prairie Provinces
- On a regional basis, average wage adjustments were highest in Atlantic Canada and lowest in British Columbia
- On an industry basis, the largest average wage adjustment was in the Services sector, while the lowest was in the manufacturing sector

The collective agreements reached during the fourth quarter of 2000 provided wage adjustments averaging 2.9 per cent annually over the contract term, the highest quarterly rate in the year. This rate compares with 2.3 per cent in the third quarter, 2.5 per cent in the second, and 2.4 per cent in the first. The overall annual average was 2.5 per cent. The Consumer Price Index for the fourth quarter was 3.1 per cent and 2.7 per cent for the whole year.

Average contract duration for the agreements signed in the fourth quarter was 33 months and the average wage adjustment was 2.9 per cent. The average duration of the previous agreements signed by the same parties was 31 months and the average annual wage adjustment was 1.7 per cent.

The fourth-quarter results are based on a review of 63 agreements covering 118,790 employees. Most of these agreements and the employees covered are in the public sector (48 agreements and 79.8 per cent of the employees). The average wage adjustment in this sector was 3.1 per cent, compared with 2.2 per cent in the private sector. This is the third consecutive quarter showing higher wage adjustments in the public sector than in the private sector; only the fourth time this has happened since 1994. During the fourth quarter of 2000, wage increases in the public sector were influenced by the agreements reached in the Prairies (an average 3.5 per cent increase for 31 per cent of the public-sector employees affected) and in Atlantic Canada (an average 4.4 per cent increase for 7.0 per cent of the public-sector employees).

On a regional/jurisdictional basis, the **Prairie Provinces** posted the largest number of workers covered by a new agreement during the fourth quarter: 14 agreements covering 29,610 employees (24.9 per cent of all employees) who received an annual wage adjustment of **3.5** per cent, the second highest rate in the quarter.

In terms of average wage adjustments, the highest region was **Atlantic Canada** with **3.9 per cent** for four agreements covering 7,580 employees. **Ontario** was third highest with **2.9** per cent for 17 agreements covering 24,850 employees; then came **Quebec** with **2.7** per cent for 10 agreements covering 18,360 employees, followed by the **federal jurisdiction** with **2.4** per cent for eight agreements covering 23,760 employees, and finally, **British Columbia** with **2.3** per cent for nine agreements covering 12,110 employees.

On an industry basis, the largest number of workers negotiating new agreements came from the **services** sector with 43.4 per cent or 51,580 of the workers. The average annual wage adjustment of **3.6** per cent for this group, based on a review of 27 agreements, was also the highest of all industry sectors. Twenty-four of these agreements, occurred in the education sub-sectors of Newfoundland, Quebec, Ontario and the Prairies, while one agreement in the health sector provided 5,300 nurses in New Brunswick with a 3.8 per cent increase. Specifically, the wage differences in the services sector ranged from a wage freeze in Ontario for 900 Ottawa-Carleton School Board supply teachers to a 10.4 per cent increase for 770 university professors in Newfoundland (2.0 per cent the first year, 27.9 per cent the second, and 3.0 per cent the third).

The largest of all the bargaining units reaching new agreements during the quarter was the one representing 12,150 teachers in Saskatchewan who received a 3.6 per cent increase.

The only agreement reached in the **primary** sector provided an average wage adjustment of **2.3** per cent for the 700 employees of the federal jurisdiction's Hudson Bay & Smelting company.

In the **manufacturing** sector, six agreements, covering 6,890 employees, provided an average wage adjustment of **1.4** per cent, the lowest of all industry sectors. These agreements covered a range of settlements from a wage freeze for 760 employees at Hub Meat Packers in New Brunswick to 3.0 per cent for 580 Aventis Pasteur employees in Ontario. The largest group reaching a new agreement during the quarter was the one composed of 2,950 Alcan employees in Quebec; this group's two agreements provided an average adjustment of 0.8 per cent.

With an average wage adjustment of **2.8** per cent, **transportation, communications and other utilities** was the sector posting the second highest increase for the quarter. In this sector, nine agreements, covering 17,080 employees, were negotiated. Five of these agreements were with the federal jurisdiction and covered 10,820 employees who received 2.3 per cent. This group included 4,710 Air Canada customer-service employees (2.5 per cent) and 3,500 Canadian National Rail employees (2.0 per cent). Two other agreements, one in Quebec and the other in Ontario, gave 2,480 Entourage Technology Solutions Inc. an average increase of 4.9 per cent.

Wage adjustments recorded in the **trade** sector were the second lowest of all sectors: a total of 6,350 employees covered by five agreements received an average adjustment of **1.6** per cent. This overall rate was affected by the average annual adjustment of 1.0 per cent accepted by 3,000 Zehrs Markets employees in Ontario.

Finally, in the **public administration** sector, the average settlement was **2.5** per cent for 36,190 or 30.5 per cent of all the employees which represents the second largest group reaching agreements during the quarter (15 agreements). Twelve of these were municipal agreements providing a 2.6 per cent increase, including seven in British Columbia covering 9,540 employees, (almost one third of all the public administration employees) who received an average

wage adjustment of 2.3 per cent. Another six agreements were reached in the provincial government sector, providing a 2.9 per cent increase, including one covering 3,800 provincial police officers in Quebec (2.2 per cent increase), and a further three were with the federal jurisdiction (2.4 per cent increase). Specifically, 6,320 federal engineers and scientists received an average wage adjustment of 2.3 per cent; 5,920 Canada Customs and Revenue Agency employees received 2.5 per cent and 2,520 Northwest Territories office employees received 3.4 per cent.

There were no settlements in the **construction** sector during the fourth quarter of 2000.

Distribution by Size of Wage Adjustments

The average overall adjustment of 2.9 per cent recorded in the fourth quarter was not only the highest of all quarters in 2000, but also the highest of any quarter (3.2 per cent) since the third quarter of 1992 (not counting the fourth quarter of 1999, when it was also 2.9 per cent).

During the fourth quarter of 2000, almost half the workers affected by new agreements (49.3 per cent of the employees and 28 agreements) received an average annual wage increase of 2.0 to 2.9 per cent. For 2000 as a whole, 73 per cent of all workers received a wage increase on this scale. The second largest group, representing 29 per cent of the workers and 17 agreements, received average increases in the 3.0 to 3.9 per cent range.

On the other hand, two agreements affecting 1.4 per cent of all workers froze wages. For 2000 as a whole, only a slight 0.6 per cent of all workers renewing contracts accepted a wage freeze, compared with 3.3 per cent in 1999 and 58.1 per cent in 1994. Only 6.6 per cent of workers reaching new collective agreements in the fourth quarter received wage adjustments in the 0.1 to 1.9 per cent range (five agreements). Another group, representing 6.6 per cent of the workers covered received wage increases of between 4.0 per cent and 4.9 per cent. A further group, representing 6.8 per cent of employees (five agreements) received increases of 5.0 to 5.9 per cent. One agreement, ratified on behalf of 770 Memorial University professors in Newfoundland, received average annual wage adjustments of 10.4 per cent.

KEY COLLECTIVE BARGAINING NEGOTIATIONS – 2001
(Involving 500 or more employees)

Employer and Province	Number of Employees	Expiry Month
NEWFOUNDLAND		
Fishery Products Intl.	3,000	Dec.
Government of Newfoundland and Labrador		
Provincial Administration	5,090	March
Education Sector	10,670	March Sept.
Health Sector	14,450	March/June
PRINCE EDWARD ISLAND		
Government of Prince Edward Island		
Provincial Administration	1,700	March
Education Sector	1,440	June
Health Sector	800	March
Health Sector	1,445	*
NOVA SCOTIA		
Construction Sector	3,300	April
Nova Scotia Power	1,000	March
National Sea Products	500	*
Nova Scotia Liquor Commission	600	*
Trenton Works	1,220	*
Government of Nova Scotia		
Provincial Administration	6,860	*
Education Sector	12,420	March/Dec.
Education Sector	5,770	*
Health Sector	4,500	March
Health Sector	9,270	*
NEW BRUNSWICK		
Connors Bros.	1,200	Dec.
Construction Sector	1,200	June
New Brunswick Association of Nursing Homes	2,200	*
New Brunswick Power Corp.	1,400	*
Government of New Brunswick		
Provincial Administration	860	Nov.
Provincial Administration	6,210	*
Education Sector	3,090	March/June
Education Sector	7,600	*
Health Sector	7,620	*
QUEBEC		
Associated Clothing Manufacturers of the Province of Quebec	3,500	Nov.
Construction Sector	68,910	April
Bombardier	4,660	Nov.
Quebec Cartier Mining	1,790	Feb.
JB Asbestos	540	Jan.
Noranda	1,140	May/Oct.
QIT Fer et Titane	900	April

Employer and Province	Number of Employees	Expiry Month
QUEBEC (continued)		
Scott Papers	540	April
Stone Consolidated	670	April
Association des entrepreneurs de services d'édifices	5,000	*
Hydro Québec	2,400	*
Government of Quebec		
Provincial Administration	2,550	*
Education Sector	4,050	May/Nov.
Education Sector	6,800	*
Municipal Administration	15,300	Feb.-Dec.
Municipal Administration	2,270	*
ONTARIO		
A.G. Simpson	2,000	July
Construction Sector	87,290	April/Dec.
Atlas Speciality Steels	740	March
Bayer	900	Jan.
Boeing Toronto	1,200	Oct.
Brewers Retail	5,200	Dec.
Burns International	1,700	May
CAMI Automotive	2,040	Sept.
CAMCO	950	April
Canadian Fabricated Products	750	Dec.
Cargill Foods	600	Sept.
Ford Electronics	1,500	Jan.
General Electric Canada	1,000	Feb.
Great Atlantic & Pacific	8,380	June
Lear Corporation	1,100	April/Dec.
New Dominion Stores	6,250	July
Ontario Hydro Services	[illegible]00	March
Siemens Canada	900	July
Toronto Hydro**	1,600	Jan.
Toronto Star Newspaper	1,100	Dec.
Uniroyal Goodrich Tire	900	May
Windsor Casino	3,100	March
Electrical Power Systems Construction Association	1,000	*
GO Transit	700	*
Government of Ontario		
Provincial Administration	54,030	March/Dec.
Provincial Administration	500	*
Education Sector	58,500	April/Dec.
Education Sector	112,860	*
Health Sector	69,960	March/Oct.
Health Sector	5,710	*
Municipal Administration	38,180	March/Dec.
Municipal Administration	11,240	*

* Carried over from 2000
** Tentative agreement

KEY COLLECTIVE BARGAINING NEGOTIATIONS – 2001 (continued)
(Involving 500 or more employees)

Employer and Province	Number of Employees	Expiry Month
MANITOBA		
Canada Safeway	4,000	Nov.
Construction Sector	2,950	April
Garment Manufacturers Association of Western Canada	1,280	*
Motor Coach Industries	1,620	*
Government of Manitoba		
Education Sector	3,940	March/Oct.
Education Sector	7,630	*
Municipal Administration	4,130	*
SASKATCHEWAN		
International Minerals & Chemical	700	Jan.
Real Canadian Superstores	1,720	May
SaskEnergy	760	Jan.
SaskPower	640	Jan.
SaskPower	1,150	*
Saskatchewan Liquor Board	700	March
Saskatchewan Government Insurance	1,390	*
Government of Saskatchewan		
Provincial Administration	9,560	*
Education Sector	3,070	June/Dec.
Education Sector	4,630	*
Health Sector	24,420	March
Health Sector	620	*
Municipal Administration	2,480	*
ALBERTA		
Construction Sector	20,850	Feb./April
Calgary Co-operative	3,200	July
Canada Safeway	10,500	March
Delta Catalytic Industrial Services	1,090	Dec.
Suncor Energy	980	April
TransAlta Utilities	620	Dec.
Cargill	1,620	*
TELUS	620	*
Government of Alberta		
Provincial Administration	19,490	March/Aug.
Education Sector	18,080	June/Dec.
Education Sector	3,160	*
Health Sector	27,280	March/Dec.
Municipal Administration	2,700	Dec.
Municipal Administration	10,470	*
BRITISH COLUMBIA		
B.C. Gas Utility	650	March
B.C. Gas Utility	660	*
Construction Sector	1,200	April
Canadian Fishing	1,700	April
Coast Mountain Bus	3,100	March

Employer and Province	Number of Employees	Expiry Month
BRITISH COLUMBIA (continued)		
Cominco	2,050	May/Dec.
Okanagan Federated Shippers	1,000	Aug.
Pacific Press	1,060	Nov.
Construction Sector	13,000	*
Government of British Columbia		
Provincial Administration	31,750	March
Education Sector	56,310	March/Dec.
Education Sector	7,160	*
Health Sector	86,660	March
Health Sector	3,270	*
Municipal Administration	1,600	Dec.
Municipal Administration	2,720	*
MULTIPROVINCE		
Boilermaker Contractors	4,500	June
Canadian Automatic Sprinkler	3,400	April/Sept.
Pipe Line Contractors	4,500	*
FEDERAL JURISDICTION		
Newtel Communications, Nfld.	1,000	Dec.
Vidéotron, Que.	1,700	Dec.
MTS Communications and Manitoba Telecom, Man.	2,160	Feb./Dec.
Air Canada	4,550	Oct.
Canpar Transport	1,600	Oct.
Canada Customs and Revenue Agency	5,920	June
Canada Customs and Revenue Agency	42,020	*
Canada Post	13,360	March/Dec.
Canadian Broadcasting	8,440	June/Dec.
Canadian Broadcasting	1,170	*
Canadian Lake Carriers	600	May
Expertech Network Installation, Ont. and Que.	1,400	Nov.
Laurentian Bank of Canada and Laurentian Trust of Canada, Ont. and Que.	1,690	June
NAV CANADA	3,040	March/April
NAV CANADA	1,900	*
Federal Administration	2,140	June/Aug.
Federal Administration	115,100	*
Cape Breton Development, N.S.	1,300	*
Quebec Telephone	1,020	*
TELUS	16,080	*
British Columbia Terminal Elevator Operators	750	*
Council of Marine Carriers, B.C.	1,150	*
Canadian Food Inspection Agency	4,330	*
CN, CP and VIA RAIL	20,220	*

* Carried over from 2000

MAJOR SETTLEMENTS REACHED IN THE FOURTH QUARTER 2000

Industry and Employer	No. of Employees	Average Annual Adjustment	First Year Adjustment	Duration (months)	Expiry Date YY-MM-DD
Primary (1 agreement)	**700**	**2.3**	**3.5**	**36**	
Hudson Bay Mining and Smelting Co. Ltd., mine employees, Flin Flon, Man.	700	2.3*	3.5	36	2002-12-31
Manufacturing (6 agreements)	**6,890**	**1.4**	**2.1**	**34.7**	
Alcan Smelters and Chemicals Ltd., hourly-rated employees, Jonquière, Que.	2,450	0.8	2.5	36	2003-12-31
Alcan Smelters and Chemicals Ltd., hourly-rated employees, Shawinigan, Que.	500	0.8	2.5	36	2003-12-31
Aventis Pasteur Limited, plant and maintenance employees, Toronto, Ont.	580	3.0	3.0	36	2003-09-30
Canadian Forest Products Ltd., mill employees, Prince George, B.C.	1,500	2.0	2.0	36	2003-06-30
Hub Meat Packers Ltd., processing employees, Moncton, N.B.	760	0.0	0.0	24	2002-10-14
Maple Lodge Farms Ltd., production employees, Norval, Ont.	1,100	2.5	2.4	36	2003-10-12
Transportation, Communication and Other Utilities (9 agreements)	**17,080**	**2.8**	**2.9**	**34**	
AT&T Canada Long Distance Services Company, telephone operators, Canada-wide	1,000	2.3	2.5	36	2003-12-31
Air Canada, customer service, system-wide	4,710	2.5	2.5	24	2004-03-27
Canadian National Railway Company, bridge and structure employees, system-wide	3,510	2.0	2.0	36	2003-12-31
City of Edmonton, bus drivers, Edmonton, Alta.	1,480	3.0	3.0	36	2002-12-28
Entourage Technology Solutions Inc., technical employees, province-wide, Ont.	1,370	4.9	5.8	48	2004-09-30
Entourage Solutions Technologiques Inc., technical employees, province-wide, Que.	1,110	4.9	5.8	48	2004-09-30
Government of Canada, electronic technicians, Canada-wide	1,100	2.3	2.0	24	2001-08-31
Manitoba Hydro-Electric Board, service and maintenance employees, province-wide, Man.	2,300	2.7	3.0	36	2003-05-21
Waterfront Foremen Employers Association, foremen, Vancouver, B.C.	500	2.3*	1.8	48	2002-12-31
Trade and Finance (5 agreements)	**6,350**	**1.6**	**1.1**	**52.1**	
Liquor Board of Saskatchewan, office and clerical employees, province-wide, Sask.	700	2.0	2.0	36	2001-03-31
Manitoba Liquor Control Commission, administrative services employees, province-wide, Man.	700	2.3	2.3	36	2003-03-31
Sobey's Québec, wholesale employees, Montréal-Nord, Que.	660	1.7	1.0	36	2003-07-04
Société des alcools du Québec, office and clerical employees, province-wide, Que.	1,290	2.5	2.5	36	2002-12-31
Zehrs Markets, Division of Zehrmart Limited, retail employees, Essex County, Ont.	3,000	1.0*	0.0	70	2006-07-01

* Agreement with cost-of-living allowances (COLA) calculated at a projected 2.0 per cent inflation rate.

Industry and Employer	No. of Employees	Average Annual Adjustment	First Year Adjustment	Duration (months)	Expiry Date YY-MM-DD
Community, Business and Personal Services (27 agreements)	**51,580**	**3.6**	**4.3**	**29.9**	
Black Gold Regional Division No. 18, elementary and secondary teachers, Nisku, Alta.	500	3.4	3.4	12	2001-08-31
Board of School Trustees of the Edmonton Catholic Regional Division No. 40, elementary and secondary teachers, Edmonton, Alta.	1,830	3.4	3.4	12	2001-08-31
Carleton University, support employees, Ottawa, Ont.	580	2.7	3.0	24	2002-06-30
District School Board of Niagara, elementary teachers, St. Catharines, Ont.	1,900	5.0	5.0	12	2001-08-31
District School Board of Niagara, secondary teachers, St. Catharines, Ont.	1,020	5.0	5.0	12	2001-08-31
Elk Island Public Schools Regional Division No. 14, elementary and secondary teachers, Elk Island, Alta.	920	3.4	3.4	12	2001-08-31
Government of New Brunswick, nurses, province-wide, N.B.	5,300	3.8	9.5	42	2003-12-31
Government of Saskatchewan, elementary and secondary teachers, province-wide, Sask.	12,150	3.6	4.5	32	2002-08-31
Kawartha Pine Ridge District School Board, office and clerical employees, Peterborough, Ont.	1,200	1.2	0.0	56	2002-08-31
Limestone District School Board, elementary teachers, Kingston, Ont.	780	3.5	3.5	12	2001-08-31
Limestone District School Board, secondary teachers, Kingston, Ont.	600	3.6	3.6	12	2001-08-31
London District Catholic School Board, elementary and secondary teachers, London, Ont.	1,300	2.0	2.0	24	2002-08-31
Manitoba Lotteries Corporation, casino employees, Winnipeg, Man.	1,650	5.1	5.9	42	2003-09-30
McGill University, office and clerical employees, Montréal, Que.	1,400	5.1	4.6	24	2002-11-30
Memorial University of Newfoundland, administrative services employees, St. John's, Nfld.	750	2.1	3.0	23	2001-09-01
Memorial University of Newfoundland, professors, St. John's, Nfld.	770	10.4	2.0	36	2002-08-31
Ontario Council of Regents for Colleges of Applied Arts & Technology, support employees, province-wide, Ont.	6,000	2.5	2.0	36	2003-08-31
Ottawa-Carleton District School Board, occasional teachers, Nepean, Ont.	900	0.0	0.0	12	2001-08-31
Parkland School Division No. 70, elementary and secondary teachers, Stony Plain, Alta.	510	3.8	3.8	12	2001-08-31
Southern Alberta Institute of Technology, instructors/tutors/lecturers, Calgary, Alta.	720	3.9	3.8	36	2002-06-30
Station Mont-Tremblant, Société en commandite, hotel or restaurant employees, Mont-Tremblant, Que.	1,480	3.0	3.0	60	2005-10-31
University of Alberta, administrative and support employees, Edmonton, Alta.	3,000	4.0	4.0	24	2002-03-31
University of Montreal, professors, Montréal, Que.	1,510	4.0	5.0	36	2003-05-31
University of Saskatchewan, professors, Saskatoon, Sask.	900	4.7*	4.1	36	2001-06-30
Upper Grand District School Board, secondary teachers, Guelph, Ont.	710	3.8	3.8	12	2001-08-31
Vancouver Public Library Board, librarians, Vancouver, B.C.	1,070	2.3	2.0	36	2002-12-31
Waterloo Region District School Board, elementary teachers, Kitchener, Ont.	2,130	5.0	5.0	12	2001-08-31

* Agreement with cost-of-living allowances (COLA) calculated at a projected 2.0 per cent inflation rate.

Industry and Employer	No. of Employees	Average Annual Adjustment	First Year Adjustment	Duration (months)	Expiry Date YY-MM-DD
Public Administration (15 agreements)	**36,190**	**2.5**	**2.1**	**33**	
Canada Customs and Revenue Agency, auditors, Canada-wide	5,920	2.5	2.5	12	2001-06-21
City of Coquitlam, inside and outside employees, Coquitlam, B.C.	770	2.3	2.0	36	2002-12-31
City of Edmonton, inside employees, Edmonton, Alta.	2,250	3.0	3.0	36	2002-12-28
City of New Westminster, inside and outside employees, New Westminster, B.C.	740	2.3	2.0	36	2002-12-31
City of Richmond, inside employees, Richmond, B.C.	870	2.3	2.0	36	2002-12-31
City of Surrey, inside employees, Surrey, B.C.	1,200	2.3	2.0	36	2002-12-31
City of Vancouver, inside employees, Vancouver, B.C.	3,840	2.3	2.0	36	2002-12-31
City of Vancouver, outside employees, Vancouver, B.C.	1,490	2.3	2.0	36	2002-12-31
Corporation of Delta, inside and outside employees, Delta, B.C.	630	2.3	2.0	36	2002-12-31
Government of Canada, scientific and other professionals, Canada-wide	6,320	2.3	2.0	36	2002-09-22
Government of Quebec, police officers, province-wide, Que.	3,800	2.2	1.5	48	2002-06-30
Government of the Northwest Territories, office and clerical employees, territory-wide, N.W.T.	2,520	3.2	4.0	24	2002-03-31
Montreal Urban Community, police officers, Montréal, Que.	4,160	2.5	0.0	40	2002-04-30
Niagara Regional Police Services Board, police officers, Niagara Region, Ont.	600	3.4	3.3	36	2002-12-31
Regional Municipality of York Police Services Board, police officers, Newmarket, Ont.	1,080	3.0	3.0	36	2002-12-31
Agreements with COLA (4 agreements)	**5,100**	**1.9**	**1.4**	**57.2**	
Agreements without COLA (59 agreements)	**113,690**	**3.0**	**3.2**	**31.8**	
All agreements (63 agreements)	**118,790**	**2.9**	**3.1**	**32.9**	

Source: Workplace Information Directorate

The Collective Bargaining Bulletin, a monthly publication, contains a listing of formal and up-to-date summaries of the major settlements shown above.

Copies of these settlement summaries, available in English and French, can now be obtained by visiting NEGOTECH at < http://206.191.16.138/gol/ >. These summaries are also available from the Workplace Information Directorate at 1-800-567-6866 or Client Services at (819) 997-3117 or E-mail: wid-imt@hrdc-drhc.gc.ca or Internet: http://labour-travail.hrdc-drhc.gc.ca

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* Cost-of-Living Allowance (COLA) formulae are quantified using a combination of the latest relevant Consumer Price Index (CPI) data available and/or a projected CPI increase of 2.0 per cent. Consult the Technical Notes for information on the calculation of the yield from COLA increases, and definitions of the industry and sector divisions used in this publication.

Table A-1

Effective Wage Adjustment in Base Rates, Number of Agreements and Employees Covered, by Year and Quarter

	1998	1999	2000	2000			
				1	2	3	4
All Industries							
Wage Adjustment (%)	1.7	2.2	2.5	2.4	2.5	2.3	2.9
Number of Agreements	401	375	357	151	83	60	63
Number of Employees (000's)	918.6	820.7	1,039.2	542.6	240.8	137.0	118.8
Private Sector							
Wage Adjustment (%)	1.8	2.6	2.3	2.8	2.3	1.9	2.2
Number of Agreements	180	156	90	28	27	20	15
Number of Employees (000's)	272.4	312.4	159.0	42.6	32.7	59.9	23.9
Public Sector							
Wage Adjustment (%)	1.6	1.9	2.5	2.3	2.5	2.6	3.1
Number of Agreements	221	219	267	123	56	40	48
Number of Employees (000's)	646.3	508.3	880.2	500.0	208.1	77.2	94.9
Federal Administration							
Wage Adjustment (%)	2.2	2.9	2.1	2.0	2.0	2.2	2.4
Number of Agreements	16	10	18	6	7	2	3
Number of Employees (000's)	124.2	53.2	154.8	19.9	119.5	2.1	13.3
Federal Crown Corporations							
Wage Adjustment (%)	2.2	2.2	2.2	2.2	3.3	-	-
Number of Agreements	7	6	3	2	1	-	-
Number of Employees (000's)	8.3	19.8	46.6	46.0	0.6	-	-
Provincial Administration							
Wage Adjustment (%)	1.7	1.6	2.6	2.6	2.6	2.3	2.9
Number of Agreements	30	21	37	16	4	11	6
Number of Employees (000's)	112.2	73.9	114.0	68.4	4.1	30.7	10.7
Local Administration							
Wage Adjustment (%)	1.5	2.3	2.5	2.6	2.5	2.6	2.6
Number of Agreements	32	34	32	4	10	6	12
Number of Employees (000's)	48.3	44.2	68.2	12.6	30.8	5.8	19.1
Education, Health and Welfare							
Wage Adjustment (%)	1.4	1.8	2.6	2.2	3.7	2.8	3.6
Number of Agreements	134	136	166	92	32	17	25
Number of Employees (000's)	351.3	291.9	464.8	339.9	51.2	25.3	48.5
Public Utilities							
Wage Adjustment (%)	1.4	2.1	3.4	3.9	2.8	3.2	2.6
Number of Agreements	2	12	11	3	2	4	2
Number of Employees (000's)	2.1	25.3	31.7	13.2	1.9	13.3	3.3

Table A-2

Effective Wage Adjustment in Base Rates, by Effective Period, Fourth Quarter 2000

Sector/ Agreement Duration	Number of Agreements	Number of Employees	First 12 Months	Second 12 Months	Third 12 Months	Fourth 12 Months	Average Annual Adjustment	Average Agreement Duration
		(000's)	(%)	(%)	(%)	(%)	(%)	(Months)
All Industries								
17 Months or Less	12	17.7	3.4	-	-	-	3.4	12.0
18-29 Months	9	16.1	3.0	2.8	-	-	2.9	24.0
30-41 Months	33	65.5	2.6	2.8	2.6	2.3	2.7	35.5
42 Months or More	9	19.4	4.4	2.2	2.8	2.2	3.0	50.7
All Agreements	63	118.8	3.1	2.7	2.6	2.2	2.9	32.9
Private Sector								
17 Months or Less	-	-	-	-	-	-	-	-
18-29 Months	2	5.5	2.2	2.2	-	-	2.2	24.0
30-41 Months	8	11.0	2.3	1.5	1.6	-	1.8	36.0
42 Months or More	5	7.5	2.6	3.5	2.2	2.9	2.8	59.2
All Agreements	15	23.9	2.4	2.3	1.8	2.9	2.2	40.5
Public Sector								
17 Months or Less	12	17.7	3.4	-	-	-	3.4	12.0
18-29 Months	7	10.7	3.5	3.2	-	-	3.3	23.9
30-41 Months	25	54.5	2.7	3.0	2.8	2.3	2.9	35.4
42 Months or More	4	12.0	5.5	1.4	3.2	1.8	3.2	45.3
All Agreements	48	94.9	3.3	2.8	2.8	1.9	3.1	31.0
Federal Administration								
17 Months or Less	1	5.9	2.5	-	-	-	2.5	12.0
18-29 Months	1	1.1	2.0	2.5	-	-	2.3	24.0
30-41 Months	1	6.3	2.0	2.5	2.5	-	2.3	36.0
42 Months or More	-	-	-	-	-	-	-	-
All Agreements	3	13.3	2.2	2.5	2.5	-	2.4	24.4
Federal Crown Corporations								
17 Months or Less	-	-	-	-	-	-	-	-
18-29 Months	-	-	-	-	-	-	-	-
30-41 Months	-	-	-	-	-	-	-	-
42 Months or More	-	-	-	-	-	-	-	-
All Agreements	-	-	-	-	-	-	-	-
Provincial Administration								
17 Months or Less	-	-	-	-	-	-	-	-
18-29 Months	1	2.5	4.0	2.5	-	-	3.2	24.0
30-41 Months	3	2.7	2.3	2.3	2.3	-	2.3	36.0
42 Months or More	2	5.5	2.8	1.5	4.8	2.5	3.1	46.2
All Agreements	6	10.7	3.0	2.0	4.0	2.5	2.9	38.4
Local Administration								
17 Months or Less	-	-	-	-	-	-	-	-
18-29 Months	-	-	-	-	-	-	-	-
30-41 Months	12	19.1	1.9	2.4	3.1	2.3	2.6	36.9
42 Months or More	-	-	-	-	-	-	-	-
All Agreements	12	19.1	1.9	2.4	3.1	2.3	2.6	36.9
Education, Health and Welfare								
17 Months or Less	11	11.8	3.9	-	-	-	3.9	12.0
18-29 Months	5	7.0	3.6	3.5	-	-	3.5	23.9
30-41 Months	7	23.1	3.6	3.8	2.6	-	3.5	33.9
42 Months or More	2	6.5	7.8	1.2	1.9	1.2	3.3	44.6
All Agreements	25	48.5	4.2	3.3	2.5	1.2	3.6	28.5
Public Utilities								
17 Months or Less	-	-	-	-	-	-	-	-
18-29 Months	-	-	-	-	-	-	-	-
30-41 Months	2	3.3	2.9	2.2	2.7	-	2.6	36.0
42 Months or More	-	-	-	-	-	-	-	-
All Agreements	2	3.3	2.9	2.2	2.7	-	2.6	36.0

Table B-1

Effective Wage Adjustment in Base Rates, by Major Industry Division, with and without COLA, by Year and Quarter

	1998	1999	2000	2000			
				1	2	3	4
	(%)	(%)	(%)	(%)	(%)	(%)	(%)
All Industries							
Agreements without COLA	1.6	2.0	2.5	2.4	2.5	2.4	3.0
Agreements with COLA	2.7	3.3	2.2	2.2	2.4	1.8	1.9
All Agreements	1.7	2.2	2.5	2.4	2.5	2.3	2.9
Primary Industry							
Agreements without COLA	1.1	1.8	-	-	-	-	-
Agreements with COLA	-	2.4	1.5	-	1.3	-	2.3
All Agreements	1.1	2.2	1.5	-	1.3	-	2.3
Manufacturing							
Agreements without COLA	0.9	1.9	2.2	2.6	2.5	2.0	1.4
Agreements with COLA	2.9	4.0	2.9	2.4	3.2	3.4	-
All Agreements	1.5	3.3	2.4	2.5	2.9	2.2	1.4
Construction							
Agreements without COLA	2.4	2.0	3.8	3.9	-	2.7	-
Agreements with COLA	2.8	-	2.5	-	-	2.5	-
All Agreements	2.4	2.0	3.7	3.9	-	2.6	-
Transportation, Communication and Other Utilities							
Agreements without COLA	1.9	2.5	2.9	3.2	2.4	2.4	2.8
Agreements with COLA	1.9	2.2	2.1	2.2	1.6	1.2	2.3
All Agreements	1.9	2.4	2.5	2.6	2.3	2.1	2.8
Trade; Finance, Insurance and Real Estate							
Agreements without COLA	1.5	1.8	1.8	2.0	1.6	1.7	2.2
Agreements with COLA	2.6	0.6	1.1	-	2.7	1.0	1.0
All Agreements	1.6	1.5	1.6	2.0	1.8	1.5	1.6
Community, Business and Personal Services							
Agreements without COLA	1.4	1.8	2.6	2.2	3.6	2.9	3.6
Agreements with COLA	0.9	-	3.2	-	-	2.8	4.7
All Agreements	1.4	1.8	2.6	2.2	3.6	2.9	3.6
Public Administration							
Agreements without COLA	1.8	2.2	2.3	2.5	2.1	2.6	2.5
Agreements with COLA	-	2.3	2.1	-	2.1	-	-
All Agreements	1.8	2.2	2.3	2.5	2.1	2.6	2.5

Table B-2

Number of Agreements and Employees Covered, by Major Industry Division, with and without COLA, by Year and Quarter

	1998		1999		2000	
	Number of Agreements	Number of Employees	Number of Agreements	Number of Employees	Number of Agreements	Number of Employees
		(000's)		(000's)		(000's)
All Industries						
Agreements without COLA	364	885.0	329	713.1	326	940.8
Agreements with COLA	37	33.6	46	107.6	31	98.5
All Agreements	401	918.6	375	820.7	357	1,039.2
Primary Industry						
Agreements without COLA	2	1.8	4	2.9	-	-
Agreements with COLA	-	-	4	3.8	3	4.9
All Agreements	2	1.8	8	6.7	3	4.9
Manufacturing						
Agreements without COLA	47	60.7	44	31.7	32	45.3
Agreements with COLA	26	24.4	30	72.3	16	21.2
All Agreements	73	85.1	74	103.9	48	66.4
Construction						
Agreements without COLA	45	93.8	21	97.8	6	8.1
Agreements with COLA	3	2.2	-	-	1	0.5
All Agreements	48	96.0	21	97.8	7	8.6
Transportation, Communication and Other Utilities						
Agreements without COLA	40	79.9	45	110.6	30	67.6
Agreements with COLA	3	4.0	10	25.6	4	50.8
All Agreements	43	83.9	55	136.2	34	118.4
Trade; Finance, Insurance and Real Estate						
Agreements without COLA	17	25.5	12	13.2	13	42.5
Agreements with COLA	2	1.3	1	5.2	3	11.7
All Agreements	19	26.8	13	18.4	16	54.1
Community, Business and Personal Services						
Agreements without COLA	151	375.6	156	313.2	177	485.0
Agreements with COLA	3	1.7	-	-	3	4.2
All Agreements	154	377.2	156	313.2	180	489.2
Public Administration						
Agreements without COLA	62	247.8	47	143.8	68	292.3
Agreements with COLA	-	-	1	0.7	1	5.3
All Agreements	62	247.8	48	144.4	69	297.6

Table B-2 (continued)

Number of Agreements and Employees Covered, by Major Industry Division, with and without COLA, by Year and Quarter

	2000							
	1		2		3		4	
	Number of Agreements	Number of Employees (000's)	Number of Agreements	Number of Employees (000's)	Number of Agreements	Number of Employees (000's)	Number of Agreements	Number of Employees (000's)
All Industries								
Agreements without COLA	144	488.7	71	220.1	52	118.3	59	113.7
Agreements with COLA	7	53.9	12	20.7	8	18.8	4	5.1
All Agreements	151	542.6	83	240.8	60	137.0	63	118.8
Primary Industry								
Agreements without COLA	-	-	-	-	-	-	-	-
Agreements with COLA	-	-	2	4.2	-	-	1	0.7
All Agreements	-	-	2	4.2	-	-	1	0.7
Manufacturing								
Agreements without COLA	11	10.9	10	6.8	5	20.7	6	6.9
Agreements with COLA	6	8.9	7	9.3	3	3.0	-	-
All Agreements	17	19.7	17	16.1	8	23.7	6	6.9
Construction								
Agreements without COLA	5	7.3	-	-	1	0.8	-	-
Agreements with COLA	-	-	-	-	1	0.5	-	-
All Agreements	5	7.3	-	-	2	1.3	-	-
Transportation, Communication and Other Utilities								
Agreements without COLA	11	32.3	5	8.5	6	10.3	8	16.6
Agreements with COLA	1	45.0	1	0.9	1	4.4	1	0.5
All Agreements	12	77.3	6	9.4	7	14.7	9	17.1
Trade; Finance, Insurance and Real Estate								
Agreements without COLA	2	9.2	3	4.7	4	25.2	4	3.4
Agreements with COLA	-	-	1	1.1	1	7.6	1	3.0
All Agreements	2	9.2	4	5.8	5	32.8	5	6.4
Community, Business and Personal Services								
Agreements without COLA	94	341.9	36	54.6	21	37.8	26	50.7
Agreements with COLA	-	-	-	-	2	3.3	1	0.9
All Agreements	94	341.9	36	54.6	23	41.1	27	51.6
Public Administration								
Agreements without COLA	21	87.2	17	145.5	15	23.4	15	36.2
Agreements with COLA	-	-	1	5.3	-	-	-	-
All Agreements	21	87.2	18	150.7	15	23.4	15	36.2

Table B-3

Effective Wage Adjustment in Base Rates, by Major Industry Division, by Duration of Agreement, with and without COLA, Fourth Quarter 2000

	17 Months or Less			18-29 Months		
	Number of Agreements	Number of Employees	Average Annual Adjustment	Number of Agreements	Number of Employees	Average Annual Adjustment
		(000's)	(%)		(000's)	(%)
All Industries						
Agreements without COLA	12	17.7	3.4	9	16.1	2.9
Agreements with COLA	-	-	-	-	-	-
All Agreements	12	17.7	3.4	9	16.1	2.9
Primary Industry						
Agreements without COLA	-	-	-	-	-	-
Agreements with COLA	-	-	-	-	-	-
All Agreements	-	-	-	-	-	-
Manufacturing						
Agreements without COLA	-	-	-	1	0.8	0.0
Agreements with COLA	-	-	-	-	-	-
All Agreements	-	-	-	1	0.8	0.0
Construction						
Agreements without COLA	-	-	-	-	-	-
Agreements with COLA	-	-	-	-	-	-
All Agreements	-	-	-	-	-	-
Transportation, Communication and Other Utilities						
Agreements without COLA	-	-	-	2	5.8	2.5
Agreements with COLA	-	-	-	-	-	-
All Agreements	-	-	-	2	5.8	2.5
Trade; Finance, Insurance and Real Estate						
Agreements without COLA	-	-	-	-	-	-
Agreements with COLA	-	-	-	-	-	-
All Agreements	-	-	-	-	-	-
Community, Business and Personal Services						
Agreements without COLA	11	11.8	3.9	5	7.0	3.5
Agreements with COLA	-	-	-	-	-	-
All Agreements	11	11.8	3.9	5	7.0	3.5
Public Administration						
Agreements without COLA	1	5.9	2.5	1	2.5	3.2
Agreements with COLA	-	-	-	-	-	-
All Agreements	1	5.9	2.5	1	2.5	3.2

Table B-3 (continued)

Effective Wage Adjustment in Base Rates, by Major Industry Division, by Duration of Agreement, with and without COLA, Fourth Quarter 2000

	30-41 Months			42 Months or More		
	Number of Agreements	Number of Employees (000's)	Average Annual Adjustment (%)	Number of Agreements	Number of Employees (000's)	Average Annual Adjustment (%)
All Industries						
Agreements without COLA	31	63.9	2.7	7	15.9	3.5
Agreements with COLA	2	1.6	3.6	2	3.5	1.2
All Agreements	33	65.5	2.7	9	19.4	3.0
Primary Industry						
Agreements without COLA	-	-	-	-	-	-
Agreements with COLA	1	0.7	2.3	-	-	-
All Agreements	1	0.7	2.3	-	-	-
Manufacturing						
Agreements without COLA	5	6.1	1.6	-	-	-
Agreements with COLA	-	-	-	-	-	-
All Agreements	5	6.1	1.6	-	-	-
Construction						
Agreements without COLA	-	-	-	-	-	-
Agreements with COLA	-	-	-	-	-	-
All Agreements	-	-	-	-	-	-
Transportation, Communication and Other Utilities						
Agreements without COLA	4	8.3	2.4	2	2.5	4.9
Agreements with COLA	-	-	-	1	0.5	2.3
All Agreements	4	8.3	2.4	3	3.0	4.4
Trade; Finance, Insurance and Real Estate						
Agreements without COLA	4	3.4	2.2	-	-	-
Agreements with COLA	-	-	-	1	3.0	1.0
All Agreements	4	3.4	2.2	1	3.0	1.0
Community, Business and Personal Services						
Agreements without COLA	6	22.2	3.5	4	9.6	3.6
Agreements with COLA	1	0.9	4.7	-	-	-
All Agreements	7	23.1	3.5	4	9.6	3.6
Public Administration						
Agreements without COLA	12	24.0	2.5	1	3.8	2.2
Agreements with COLA	-	-	-	-	-	-
All Agreements	12	24.0	2.5	1	3.8	2.2

Table B-4

Effective Wage Adjustment in Base Rates, by Major Industry Division, with and without COLA, Fourth Quarter 2000

	Number of Agreements	Number of Employees	Average Annual Adjustment	First 12 Months	Average Agreement Duration
		(000's)	(%)	(%)	(Months)
All Industries					
Agreements without COLA	59	113.7	3.0	3.2	31.8
Agreements with COLA	4	5.1	1.9	1.4	57.2
All Agreements	63	118.8	2.9	3.1	32.9
Primary Industry					
Agreements without COLA	-	-	-	-	-
Agreements with COLA	1	0.7	2.3	3.5	36.0
All Agreements	1	0.7	2.3	3.5	36.0
Manufacturing					
Agreements without COLA	6	6.9	1.4	2.1	34.7
Agreements with COLA	-	-	-	-	-
All Agreements	6	6.9	1.4	2.1	34.7
Construction					
Agreements without COLA	-	-	-	-	-
Agreements with COLA	-	-	-	-	-
All Agreements	-	-	-	-	-
Transportation, Communication and Other Utilities					
Agreements without COLA	8	16.6	2.8	3.0	33.6
Agreements with COLA	1	0.5	2.3	1.8	48.0
All Agreements	9	17.1	2.8	2.9	34.0
Trade; Finance, Insurance and Real Estate					
Agreements without COLA	4	3.4	2.2	2.1	36.0
Agreements with COLA	1	3.0	1.0	0.0	70.0
All Agreements	5	6.4	1.6	1.1	52.1
Community, Business and Personal Services					
Agreements without COLA	26	50.7	3.6	4.3	29.8
Agreements with COLA	1	0.9	4.7	4.1	36.0
All Agreements	27	51.6	3.6	4.3	29.9
Public Administration					
Agreements without COLA	15	36.2	2.5	2.1	33.0
Agreements with COLA	-	-	-	-	-
All Agreements	15	36.2	2.5	2.1	33.0

Table C-1

Effective Wage Adjustment in Base Rates, by Region/Jurisdiction, by Year and Quarter

	1998	1999	2000	2000			
				1	2	3	4
	(%)	(%)	(%)	(%)	(%)	(%)	(%)
All Sectors							
CANADA	1.7	2.2	2.5	2.4	2.5	2.3	2.9
Atlantic	2.1	2.0	2.6	2.1	2.5	2.5	3.9
Newfoundland	1.3	1.6	3.6	2.4	2.3	-	6.3
Prince Edward Island	2.1	2.7	2.4	-	2.4	-	-
Nova Scotia	2.9	2.1	2.2	2.2	-	-	-
New Brunswick	1.5	2.4	2.8	1.5	2.5	2.5	3.3
Quebec	1.0	1.6	2.3	2.3	2.7	2.8	2.7
Ontario	1.6	2.1	2.4	2.5	2.3	2.2	2.9
Prairies	2.4	3.0	3.8	3.6	5.1	2.6	3.5
Manitoba	1.4	2.5	2.5	2.5	2.2	2.4	3.5
Saskatchewan	1.8	2.1	3.5	2.0	-	-	3.6
Alberta	3.0	4.0	4.5	3.8	5.9	3.0	3.5
British Columbia	0.8	0.8	1.7	0.6	0.7	1.9	2.3
Multiprovince	1.5	2.2	2.6	2.6	1.8	2.7	3.2
Federal	2.1	2.8	2.2	2.2	2.0	3.0	2.4
Public Sector							
CANADA	1.6	1.9	2.5	2.3	2.5	2.6	3.1
Atlantic	2.1	1.8	3.0	2.2	2.7	-	4.4
Newfoundland	1.3	1.3	5.3	-	2.3	-	6.3
Prince Edward Island	2.1	2.9	2.4	-	2.4	-	-
Nova Scotia	3.0	2.3	2.2	2.2	-	-	-
New Brunswick	1.5	3.1	3.5	1.5	3.0	-	3.8
Quebec	1.2	1.7	2.3	2.3	2.3	2.2	2.9
Ontario	1.3	1.5	2.5	2.5	2.2	2.9	3.1
Prairies	2.2	2.9	3.8	3.6	5.1	2.6	3.5
Manitoba	1.2	2.5	2.5	2.0	2.2	2.4	3.5
Saskatchewan	1.8	2.3	3.5	2.0	-	-	3.6
Alberta	2.6	3.7	4.4	3.8	5.9	3.0	3.5
British Columbia	0.7	0.6	1.4	0.6	0.7	1.6	2.3
Multiprovince	1.0	1.9	2.9	2.6	-	-	3.2
Federal	2.2	2.7	2.2	2.1	2.1	3.4	2.4
Private Sector							
CANADA	1.8	2.6	2.3	2.8	2.3	1.9	2.2
Atlantic	1.8	2.2	1.8	2.0	1.7	2.5	0.0
Newfoundland	1.9	2.3	2.4	2.4	-	-	-
Prince Edward Island	-	2.3	-	-	-	-	-
Nova Scotia	1.8	1.9	1.7	1.7	-	-	-
New Brunswick	1.6	2.3	1.4	1.5	1.7	2.5	0.0
Quebec	1.0	1.6	2.9	3.0	3.3	3.8	2.2
Ontario	2.0	3.3	2.2	2.7	2.4	1.4	2.3
Prairies	3.2	3.8	3.8	3.8	-	-	-
Manitoba	1.6	2.9	3.0	3.0	-	-	-
Saskatchewan	1.1	0.8	-	-	-	-	-
Alberta	4.5	5.1	4.8	4.8	-	-	-
British Columbia	1.5	1.3	2.0	-	-	2.0	2.0
Multiprovince	1.7	2.8	2.1	-	1.8	2.7	-
Federal	1.7	2.8	2.2	4.4	1.6	2.6	2.3

Table C-2

Number of Agreements and Employees Covered, by Region/Jurisdiction, by Year and Quarter

	1998		1999		2000	
	Number of Agreements	Number of Employees (000's)	Number of Agreements	Number of Employees (000's)	Number of Agreements	Number of Employees (000's)
All Sectors						
CANADA	401	918.6	375	820.7	357	1,039.2
Atlantic	42	93.4	22	20.0	18	28.4
Newfoundland	7	25.4	8	9.7	4	5.0
Prince Edward Island	3	3.9	3	2.2	1	0.6
Nova Scotia	18	39.0	6	3.9	4	11.7
New Brunswick	14	25.0	5	4.3	9	11.1
Quebec	53	82.2	39	113.7	94	346.6
Ontario	141	268.1	172	314.6	113	248.6
Prairies	83	134.0	70	146.0	59	108.4
Manitoba	20	22.3	18	38.7	19	29.3
Saskatchewan	12	32.3	15	45.0	4	14.3
Alberta	51	79.4	37	62.4	36	64.8
British Columbia	35	151.8	25	71.9	32	63.9
Multiprovince	3	9.3	5	6.8	6	8.3
Federal	44	179.8	42	147.7	35	235.0
Public Sector						
CANADA	221	646.3	219	508.3	267	880.2
Atlantic	29	81.6	10	10.7	9	20.6
Newfoundland	6	22.9	4	6.6	3	2.0
Prince Edward Island	3	3.9	2	1.5	1	0.6
Nova Scotia	11	33.6	3	2.1	2	10.6
New Brunswick	9	21.1	1	0.6	3	7.3
Quebec	14	23.6	12	25.8	76	323.7
Ontario	78	167.9	114	211.0	75	175.1
Prairies	62	106.5	50	124.0	57	106.4
Manitoba	11	11.7	13	34.2	18	28.2
Saskatchewan	10	30.5	11	40.6	4	14.3
Alberta	41	64.3	26	49.2	35	63.9
British Columbia	15	133.7	13	57.6	24	38.4
Multiprovince	1	2.3	2	4.6	3	5.5
Federal	22	130.7	18	74.7	23	210.5
Private Sector						
CANADA	180	272.4	156	312.4	90	159.0
Atlantic	13	11.8	12	9.3	9	7.8
Newfoundland	1	2.5	4	3.1	1	3.0
Prince Edward Island	-	-	1	0.7	-	-
Nova Scotia	7	5.4	3	1.8	2	1.1
New Brunswick	5	3.9	4	3.7	6	3.7
Quebec	39	58.6	27	87.9	18	22.8
Ontario	63	100.2	58	103.6	38	73.5
Prairies	21	27.5	20	22.1	2	2.1
Manitoba	9	10.5	5	4.6	1	1.1
Saskatchewan	2	1.8	4	4.4	-	-
Alberta	10	15.1	11	13.1	1	1.0
British Columbia	20	18.2	12	14.3	8	25.5
Multiprovince	2	7.0	3	2.2	3	2.8
Federal	22	49.1	24	73.0	12	24.5

Table C-2 (continued)

Number of Agreements and Employees Covered, by Region/Jurisdiction, by Year and Quarter

	2000							
	1		2		3		4	
	Number of Agreements	Number of Employees (000's)	Number of Agreements	Number of Employees (000's)	Number of Agreements	Number of Employees (000's)	Number of Agreements	Number of Employees (000's)
All Sectors								
CANADA	151	542.6	83	240.8	60	137.0	63	118.8
Atlantic	9	17.1	4	3.3	1	0.5	4	7.6
Newfoundland	1	3.0	1	0.5	-	-	2	1.5
Prince Edward Island	-	-	1	0.6	-	-	-	-
Nova Scotia	4	11.7	-	-	-	-	-	-
New Brunswick	4	2.4	2	2.2	1	0.5	2	6.1
Quebec	66	306.2	12	16.4	6	5.6	10	18.4
Ontario	40	114.6	36	55.1	20	54.0	17	24.9
Prairies	17	24.7	13	31.5	15	22.6	14	29.6
Manitoba	3	2.6	2	6.3	11	15.7	3	4.7
Saskatchewan	1	0.6	-	-	-	-	3	13.8
Alberta	13	21.5	11	25.2	4	7.0	8	11.2
British Columbia	8	10.3	4	5.2	11	36.3	9	12.1
Multiprovince	2	3.0	2	2.0	1	0.8	1	2.5
Federal	9	66.7	12	127.3	6	17.2	8	23.8
Public Sector								
CANADA	123	500.0	56	208.1	40	77.2	48	94.9
Atlantic	3	11.2	3	2.5	-	-	3	6.8
Newfoundland	-	-	1	0.5	-	-	2	1.5
Prince Edward Island	-	-	1	0.6	-	-	-	-
Nova Scotia	2	10.6	-	-	-	-	-	-
New Brunswick	1	0.6	1	1.4	-	-	1	5.3
Quebec	61	297.7	6	10.3	4	3.6	5	12.2
Ontario	26	89.3	22	38.5	14	28.6	13	18.8
Prairies	15	22.6	13	31.5	15	22.6	14	29.6
Manitoba	2	1.5	2	6.3	11	15.7	3	4.7
Saskatchewan	1	0.6	-	-	-	-	3	13.8
Alberta	12	20.5	11	25.2	4	7.0	8	11.2
British Columbia	8	10.3	4	5.2	4	12.3	8	10.6
Multiprovince	2	3.0	-	-	-	-	1	2.5
Federal	8	65.9	8	120.1	3	10.1	4	14.3
Private Sector								
CANADA	28	42.6	27	32.7	20	59.9	15	23.9
Atlantic	6	5.8	1	0.8	1	0.5	1	0.8
Newfoundland	1	3.0	-	-	-	-	-	-
Prince Edward Island	-	-	-	-	-	-	-	-
Nova Scotia	2	1.1	-	-	-	-	-	-
New Brunswick	3	1.7	1	0.8	1	0.5	1	0.8
Quebec	5	8.5	6	6.1	2	2.0	5	6.2
Ontario	14	25.3	14	16.7	6	25.5	4	6.1
Prairies	2	2.1	-	-	-	-	-	-
Manitoba	1	1.1	-	-	-	-	-	-
Saskatchewan	-	-	-	-	-	-	-	-
Alberta	1	1.0	-	-	-	-	-	-
British Columbia	-	-	-	-	7	24.0	1	1.5
Multiprovince	-	-	2	2.0	1	0.8	-	-
Federal	1	0.8	4	7.2	3	7.1	4	9.4

Table D

Major Wage Settlements, by Public and Private Sectors, by Year and Quarter

	Public Sector				Private Sector				All Sectors			
	Agmts	Dur	Empls	Avg. Adj	Agmts	Dur	Empls	Avg. Adj	Agmts	Dur	Empls	Avg. Adj
		(Months)	(000's)	(%)		(Months)	(000's)	(%)		(Months)	(000's)	(%)
Year												
1980	325	26.0	919.4	10.9	233	27.5	298.8	11.7	558	26.3	1,218.2	11.1
1981	290	18.9	577.6	13.1	210	27.3	323.4	12.6	500	21.9	901.0	13.0
1982	319	14.6	865.1	10.4	189	25.2	282.2	9.5	508	17.2	1,147.3	10.2
1983	458	19.6	1,241.6	4.6	200	25.0	302.8	5.5	658	20.6	1,544.3	4.8
1984	277	17.0	637.4	3.9	282	26.1	518.8	3.2	559	21.1	1,156.2	3.6
1985	316	21.7	566.8	3.8	200	30.1	271.8	3.3	516	24.5	838.6	3.7
1986	322	25.4	711.2	3.6	231	26.0	410.2	3.0	553	25.6	1,121.5	3.4
1987	270	29.4	824.3	4.1	208	31.4	287.0	3.8	478	29.9	1,111.3	4.0
1988	301	24.0	698.6	4.0	241	27.2	484.1	5.0	542	25.3	1,182.7	4.4
1989	295	30.0	737.6	5.2	158	28.5	264.2	5.2	453	29.6	1,001.8	5.2
1990	283	27.4	677.8	5.6	224	29.7	468.5	5.7	507	28.4	1,146.4	5.6
1991	365	16.0	1,121.7	3.4	182	29.2	224.0	4.4	547	18.2	1,345.6	3.6
1992	302	21.7	977.3	2.0	194	32.2	329.5	2.5	496	24.3	1,306.8	2.1
1993	347	23.4	1,012.0	0.6	171	25.2	400.5	0.8	518	23.9	1,412.5	0.7
1994	299	26.5	719.8	0.0	135	34.5	222.8	1.2	434	28.4	942.6	0.3
1995	216	31.5	630.9	0.6	186	35.8	277.9	1.4	402	32.8	908.8	0.9
1996	213	31.6	565.9	0.5	165	34.8	244.5	1.8	378	32.6	810.5	0.9
1997	221	30.3	371.0	1.1	158	38.1	322.8	1.8	379	34.0	693.9	1.5
1998	221	31.1	646.3	1.6	180	34.3	272.4	1.8	401	32.0	918.6	1.7
1999	219	35.1	508.3	1.9	156	38.5	312.4	2.6	375	36.4	820.7	2.2
2000	267	34.0	880.2	2.5	90	42.9	159.0	2.3	357	35.3	1,039.2	2.5
Quarter												
1997 I	53	29.7	89.1	1.0	30	35.8	40.4	2.2	83	31.6	129.5	1.3
II	72	26.1	98.8	0.8	60	34.5	147.2	1.9	132	31.1	246.1	1.5
III	34	31.0	44.6	0.8	38	38.7	88.8	1.6	72	36.1	133.3	1.3
IV	62	33.6	138.6	1.6	30	50.6	46.4	1.8	92	37.8	185.0	1.7
1998 I	45	36.4	97.0	2.1	23	33.6	38.3	2.3	68	35.6	135.3	2.1
II	56	32.0	157.5	1.7	71	27.9	111.3	1.6	127	30.3	268.7	1.7
III	52	33.2	186.5	1.2	53	40.9	85.1	1.8	105	35.6	271.6	1.4
IV	68	25.9	205.3	1.7	33	38.9	37.7	2.0	101	27.9	243.0	1.7
1999 I	78	32.5	192.2	1.3	30	38.2	55.5	2.2	108	33.8	247.7	1.5
II	71	37.5	205.4	2.4	54	41.0	63.5	2.4	125	38.3	268.9	2.4
III	34	37.1	51.0	2.3	41	37.5	126.5	2.4	75	37.4	177.5	2.3
IV	36	33.3	59.8	2.1	31	38.3	66.9	3.6	67	36.0	126.7	2.9
2000 I	123	39.9	500.0	2.3	28	33.0	42.6	2.8	151	39.4	542.6	2.4
II	56	21.2	208.1	2.5	27	40.7	32.7	2.3	83	23.8	240.8	2.5
III	40	33.6	77.2	2.6	20	52.0	59.9	1.9	60	41.6	137.0	2.3
IV	48	31.0	94.9	3.1	15	40.5	23.9	2.2	63	32.9	118.8	2.9

Agmts. - Number of Agreements
Avg. Adj. - Average Annual Adjustment
Dur. - Average Agreement Duration
Empls. - Number of Employees

Table E

Selected Economic Indicators, by Year and Quarter

	1998	1999	2000	2000			
				1	2	3	4
Wage Settlements (%)	1.7	2.2	2.5	2.4	2.5	2.3	2.9
Public Sector (%)	1.6	1.9	2.5	2.3	2.5	2.6	3.1
Private Sector (%)	1.8	2.6	2.3	2.8	2.3	1.9	2.2
Agreements in Force (%)	1.7	1.9	2.2	2.0	2.2	2.3	2.2
Public Sector (%)	1.4	1.7	2.0	1.9	2.1	2.1	2.1
Private Sector (%)	2.3	2.2	2.4	2.2	2.5	2.5	2.4
Consumer Price Index							
Per Cent Change[1]	0.9	1.7	2.7	2.7	2.4	2.7	3.1
GDP[2] at Factor Cost[3]							
Per Cent Change[1]	3.1	4.3	4.5	5.2	4.9	4.1	3.8
Labour Productivity Growth (%)	0.7	1.5	1.2	1.9	1.3	1.3	0.4
Unit Labour Cost (%)	1.4	0.5	2.4	1.7	2.5	2.4	2.7
Unemployment Rate[3] (%)	8.3	7.6	6.8	6.8	6.7	6.9	6.9
Employment (000's)[3]	14,140	14,531	14,910	14,826	14,881	14,918	15,028
Per Cent Change[1]	2.7	2.8	2.6	3.1	2.8	2.3	2.3
Average Weekly Earnings[3]	$606.31	$610.40	$626.23	$621.57	$624.74	$628.76	$628.76
Per Cent Change[1]	1.3	0.7	2.6	2.6	2.6	2.8	2.2
Average Hourly Earnings	$15.12	$15.33	$15.67	$15.79	$15.73	$15.67	$15.59
Per Cent Change[1]	1.7	1.4	2.2	2.6	2.9	3.1	0.8

[1] Per cent change from the same period of the previous year

[2] GDP – Gross domestic product at factor cost (1992) prices

[3] Seasonally adjusted data

Source: Workplace Information Directorate and Statistics Canada

TECHNICAL NOTES

The information in this report is produced from collective agreement settlements in Canada which cover 500 or more employees in all industries. A few settlements are excluded where the basis of payment is on a piece/mileage rate basis.

The construction industry is excluded prior to 1983.

The Base Rate

The base rate is the lowest paid classification used for qualified workers in the bargaining unit. In most instances, the base rate is the rate of pay for an unskilled or semi-skilled classification of workers. However, this is not the case in contracts covering only skilled workers and professional employees.

As only the base rate in a contract is used, the resulting data on percentage change do not necessarily reflect the average wage change for all workers in the bargaining unit. For example, where an across-the-board increase is negotiated for all classifications in cents per hour (or other money terms), measurement on the base rate produces higher results than measurement on any higher rate, including the average rate. Where varying percentage or money increases are negotiated for different classifications, measurement on the base rate may produce results that are higher or lower than measurement on the average rate. Where an across-the-board increase is negotiated for all classifications in percentage terms, measurement on the base rate produces results identical to measurement on any other rate, including the average rate. It should be noted that information on the average rate for all employees in a bargaining unit is not available.

Effective Wage Increase

The effective wage increase is the increase in rates of pay including estimated cost-of-living allowance (COLA) payments. Estimates of the yield of COLA clauses are obtained by quantifying the characteristics of these clauses in each agreement and applying a combination of actual Consumer Price Index (CPI) increases available to date plus a specified projected inflation rate for the remainder of the contract duration. In succeeding quarters, these estimates are revised using actual CPI values as they become available.

In the current report, an inflation projection of 2.0 per cent has been used when the actual rate is unknown. This figure is based on a rounded average of inflation forecasts and is intended for illustrative purposes only and does not constitute an official forecast by Human Resources Development Canada. The use of different inflation rate scenarios could result in varying settlement increases. The inflation projection used will be revised periodically to reflect prevailing economic conditions.

By including reasonable estimates of future payments under COLA clauses, the effective wage increase concept facilitates an accurate comparison of agreements with and without COLA and permits the aggregation of all agreements to yield an improved measure of wage settlements.

Public and Private Sectors

The principal unit of observation is the collective bargaining unit; however, the designation for inclusion in the public sector is by reference to characteristics of the employer with whom a bargaining unit negotiates. Reference to the employer characteristics makes the directives consistent with Statistics Canada's use of "institutional units" or "entities".

While the criteria relate to the classification of the public sector only, *the private sector is defined by exclusion*.

Public sector bargaining units negotiate wages or other working conditions with an employer who is part of, or an agent of, a government or a government business enterprise. The distinction between the two is whether the activity engaged in is "non-commercial" (Government) or "commercial" (Government Business Enterprise).

Government (Non-Commercial)

The government component comprises all non-commercial entities controlled by governments and mainly financed out of general taxation or other public

funds. These entities provide goods and/or services free or at non-market prices (not having a view to profit).

Sub-sectors of the government component are identified below:

(1) Federal Government

Collective bargaining in the federal government component is conducted under the *Public Service Staff Relations Act* (Parts 1 and 2), and the *Parliamentary Employment and Staff Relations Act*.

(2) Provincial and territorial governments

(a) provincial and territorial government administration;

(b) health, education and social services agencies or institutions:
- (i) public hospitals,
- (ii) provincial residential care facilities,
- (iii) universities,
- (iv) colleges, vocational and trade institutions,
- (v) social services business enterprise,
- (vi) provincial elementary and secondary schools.

(3) Local Government Administration

(a) local government organizations such as: municipalities, boards, commissions;

(b) school boards;

(c) social services: establishments at the local level primarily engaged in providing basic domiciliary care only, such as homes for the aged, blind or senile, boarding houses for the aged, day nurseries, shelters, etc.

Government Business Enterprise (Commercial)

The commercial component of the public sector is divided into three broad sub-groupings, based on degree of governmental control, as follows:

(1) Direct Control

A commercial enterprise is directly controlled by a government if one of the following conditions is met:

(a) a government holds more than 50 per cent of its voting equity, directly;

(b) a government has irrevocable options or the right to acquire shares, or convertible debt or equity, exercisable at the discretion of that government.

(2) Effective Control

A commercial enterprise is effectively controlled by a government if one of the following conditions is met:

(a) the government holds a significant voting ownership in a public enterprise, where "significant" is understood as:
- (i) the holding is the largest block of voting equity; and
- (ii) the holding exceeds 33.3 per cent of the voting equity; and
- (iii) the block is larger than the combined percentage of the next two largest blocks;

(b) the commercial enterprise declares that it is effectively controlled by a government;

(c) there exists a method or variety of methods (e.g., significant voting ownership of the enterprise, technological agreements, supply controls or contracts, management contracts, interlocking directorships, etc.)

(3) Indirect Control

A business enterprise is indirectly controlled by a government if that government directly or effectively controls a government business enterprise, which in turn directly or effectively controls that enterprise.

SECTION 2

EXPIRIES AND REOPENERS OF MAJOR COLLECTIVE AGREEMENTS IN JANUARY, FEBRUARY AND MARCH 2001

Note: Reopeners listed may be negotiated for wage provisions[1] and/or other provisions[2]

The full 2001 Calendar of Major Collective Agreement Expiries and Reopeners will soon be available on the Workplace Information Directorate Web site at: http://labour-travail.hrdc-drhc.gc.ca/doc/wid-dimt/eng/expreo.cfm

Company and Location	Union and Occupation	Number of Employees	Industry
JANUARY 2001			
QUEBEC			
[1] Alcan Smelters and Chemicals Ltd., Shawinigan	Fédération de la métallurgie (CNTU) (hourly ...		g
[1] Alca... Che... Jon... régi... Be... Shi...			g
Fru... Troi...			
JM... Asl...			
[1] Uni... Sh...			
ON			
Bayer Inc., Sarnia	Communications, Energy and Paperworkers Union of Canada (CLC) (plant and maintenance employees)	900	Manufacturing

ATTENTION!

A quarterly listing of Expiries and Reopeners will no longer be published.

The full 2001 Calendar of Major Collective Agreement Expiries and a listing of Reopeners are available on the Workplace Information Directorate Web site at:

http://labour-travail.hrdc-drhc.gc.ca/doc/wid/dimt/eng/expreo.cfm

These listings are also available from the Workplace Information Directorate at:

1-800-567-6866 or (819) 997-3117

ATTENTION!

Services - Community, Business and Personal Services

*SELECTED PROVISIONS IN MAJOR COLLECTIVE AGREEMENTS**

Balancing Work and Family Life: An International Comparison

Nicole Boudreault, Tania Plante
Workplace Information Directorate
Labour Program, Human Resources Development Canada

Introduction

In recent years, work and family balance has gained recognition on an international level, and in the 1990s, we began to see the introduction of significant measures to deal with this challenge. However, the development and integration of concrete measures very much depend on profound changes in a country's prevailing culture. In fact, it is at this level that we have seen the least change, since the new measures are perceived as a threat to deeply rooted social values. Indeed, in some countries, it is even difficult for people to acknowledge that balancing work and family life has become a major contemporary issue.

In this final article of a series of four, we will first briefly summarize the three previous articles that covered the various provisions dealing with the work-family issue as found in major collective agreements in Canada. We will then turn to the international situation, especially in the European Union with a particular focus on Spain, Sweden and the United Kingdom.

In the three previous articles,[1] we described the provisions in the major collective agreements in Canada that favoured work-family balance. In the first article, we showed, in statistical terms, the changes that have occurred in a number of specific areas; job sharing, flexible hours and overtime, the right to refuse, and compensatory leave. The second article provided an overview of selected provisions relating to maternity, adoption and extended parental leaves that were in effect in January 1998. Lastly, the third article compared the day-care provisions that were in force in June 1988 and January 1998 respectively.

To summarize, in terms of provisions in January 1998 dealing with the organization of working time, we found that most workers did not have access to this type of provision. In terms of maternity, adoption and extended parental leaves, we noted that, most collective agreements reflected prevailing employment standards legislation in Canada. However, it was interesting to note a significant proportion of female workers who were receiving employer-supplemented insurance benefits. In fact, it was found that female workers on maternity leave received 60 to 100 per cent of their weekly pay for between 2 and 39 weeks. The largest proportion (14.4 per cent) of female workers taking maternity leave in 1998 were entitled to 20 weeks of maternity leave and received 93 per cent of their normal weekly pay with an employer supplemented employment insurance benefit. On the other hand, a total of 47.7 per cent of female workers were not covered by this type of benefit during maternity leave. Finally, in January 1998, very few collective agreements contained provisions dealing with day-care services.

So far as minimum standards legislation in Canada is concerned, pregnant workers are currently entitled to 18 weeks of unpaid maternity leave in Alberta, Quebec and Saskatchewan and to 17 weeks in other Canadian jurisdictions. In addition to maternity leave, all Canadian jurisdictions, except Alberta, provide for unpaid parental leave. This type of leave varies from 12 weeks in Saskatchewan, the Northwest Territories, Nunavut and the Yukon to 52 weeks[2] in Quebec and Nova Scotia.

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* Major collective agreements are those covering 500 or more workers.

[1] *Workplace Gazette*: Spring 2000, Vol. 3, No. 1; Fall 2000, Vol. 3, No. 3; and Winter 2000, Vol. 3, No. 4.

[2] A total of 52 weeks, including the maternity leave.

Just as in Canada, it was with the massive influx of women into the labour market that the need to adapt social policy made itself felt in the countries studied. Politicians and sometimes organizations had no choice but to either adapt legislation to these new labour market realities (1999)[3] or at least become aware of the new trend. Indeed, in Canada, the federal government has almost doubled the length of maternity leave. In terms of research into how to improve the work-family balance, several studies have already been conducted. In Canada, as in the European Union countries, measures to harmonize work and family have generally been introduced by the Governmnt via legislation or by organizations themselves.

A Brief Overview of the Situation in the European Union Countries[4]

In the 15 European Union countries, maternity leave varies from 14 weeks in Germany, Portugal and Sweden to 18 weeks in Denmark, Ireland and the United Kingdom and 22 weeks in Italy. In general, fathers are excluded from maternity leave except in Spain and Portugal where they can take a certain number of weeks off. For example, in Spain, fathers can take four weeks of maternity leave, and a similar provision exists in Portugal. In other European countries, like Sweden, parental leave exists and it is under these provisions that fathers can take weeks off work to care for the child.

Out of the 15 European countries, seven (Austria, France, Germany, Greece, Luxembourg, the Netherlands and Portugal) pay full wages during maternity leave, whereas in Spain and Sweden, women receive 80 per cent[5] of their salary.

By the end of 1997, 11 European countries were offering parental leave. In certain countries, the period of maternity leave can be alternatively shared between the mother and father. For example, in Germany and Poland, it is possible to alternate three times during the leave period, while in Sweden, it is possible to alternate three times per year. In Greece, Ireland, Luxembourg and the United Kingdom, parental leave eligibility is subject to certain conditions. For example, in Luxembourg only when the father and mother work in the public sector and are covered by a collective agreement, can they benefit from parental leave. Even when there are some incentives in certain countries to take parental leave, its use very much depends on the amount of pay and benefits available during the period of leave. For instance, parental leave is unpaid in Greece, Portugal and Spain. In these countries, it is therefore more difficult to take advantage of this option, even though it is available. It was also in 1997 that several European countries began to allow part-time work after maternity leave.

As a general principle, the European Union issues directives and it is up to the individual member countries to adopt them depending on their governments at the time. With respect to maternity leave, most Europeqan countries have so far complied. On the other hand, with respect to parental leave, not all European countries have followed the central body's directives and this type of leave varies greatly in the member countries. Indeed, the present form of parental leave in the European and the way fathers are integrated seems to somewhat reflect the traditional conception of what role a father should play. It is precisely here that there has been the least change, since parental leave for the father then becomes a question of changing cultural patterns that are deeply rooted in society. Thus, it has been in those European countries, like Italy, Spain and the United Kingdom, where male domination has remained an important factor, that policies to reconcile work and family obligations have been the slowest to develop, especially in terms of their adoption in the workplace.

In the previous section we did a brief overview of the maternity and parental leaves in the European Union Countries. In the following section we will specifically examine the family policies of Spain, Sweden and the United Kington.

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[3] M. Lohkamp-Himmighofen, and C. Dienel (1999), "Reconciliation Policies from a Comparative Perspective" in L. Hantrais, *Gendered Policies in Europe: Reconciling Employment and Family Life*, St. Martin Press, Inc., 228 pages.

[4] *Ibid.*; the following section is mainly based on this chapter of the book.

[5] E. Nasman (1999), *Work-Family Arrangements in Sweden : Family Strategies* in L. Den Bulk, A. Van Doorne-Huiskes and J. Schippers, "Work-Family Arrangements in Europe".

Spain[6]

The current political focus in Spain is on economic issues, such as the unemployment rate, flexibility for employers and professional skills and qualifications. Social policy issues in Spain are not "front and centre" in the political arena and there is little interest in areas such as flexible working conditions and the quality of the working environment. In fact, it is interesting to note that even the term "work-family" is not widely used in Spain; "positive measures" is the term which is generally referred to.

In Spain, maternity leave, as in Canada, usually begins with the birth of the child or just before. The provision consists of 16 weeks of paid leave: mothers must take at least six weeks' maternity leave after the birth of the child with the option of taking the other 10 weeks before or after the birth. In addition, a maximum of four weeks' maternity leave can be transferred to the father. Also, after the birth, the child's father is entitled to two days of paid leave. Either parent can take up to three years of unpaid leave with their work position being guaranteed for one full year.

There appear to be some shortcomings in collective agreements in Spain with regard to protection for women. For example, working conditions during pregnancy, maternity leave and leave to take care of sick children are not extensively covered in collective agreements. This could be explained by the absence of women from the bargaining table. As a result, the interests of workers with families are not well represented with very few such workers in Spain involved in this type of activity.

Spanish culture is largely dominated by men. Balancing work and family is considered the woman's concern and more of a social benefit for both parents, rather than a social right. In addition, private organizations attempt to restrict and limit family-type benefits, such as maternity leave, as such benefits are seen as problems and additional costs to organizations. Also, the question of flexible work arrangements is often dealt with informally and on an individual basis often arbitrarily. This situation is quite different in Canada.

In summary, women in Spain need to achieve financial independence and take their full place in the political arena. In a society where men are considered the main breadwinners, how women cope depends on their family network.

Sweden[7]

Sweden has received a lot of attention in recent years because of its generous social programs. Indeed, it is well known for public policies that help women combine work and family, promote gender equality and foster child development. Moreover, in Sweden, the issue of reconciling work and family is approached publicly, rather than privately, which is very different from the situation in Spain, and closer to the system we now have in Canada. Nonetheless, collective agreements in Sweden are, at times, more generous than the minimum standards.

Compared with the other European countries, Sweden stands out because of the huge scope of its policies dealing with work-family balance and its wide range of generous benefits.[8]

The three types of benefits available in Sweden include maternity leave, parental leave and parental leave allowances. Depending on the nature of their work, pregnant women can receive benefits representing up to 80 per cent of their salaries for 50 days, but not earlier than 60 days before their due date. This provision allows pregnant women who are unable to work without endangering their health or that of their unborn child to leave work almost two months before their expected delivery date. This provision is comparable to the possibility of precautionary cessation of work that exists in Quebec, although the Quebec situation is more generous in terms of time off work.

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[6] The section on Spain is mainly based on A. Escobedo (1999), "Work-Family Arrangements in Spain: Family Adjustments to Labour Market Imbalances" in L. Den Bulk, A. Van Doorne-Huiskes and J. Schippers, *Work-Family Arrangements in Europe*.

[7] The section on Sweden is mainly based on E. Nasman (1999), "Work-Family Arrangements in Sweden: Family Strategies" in L. Den Bulk, A. Van Doorne-Huiskes and J. Schippers, *Work-Family Arrangements in Europe*.

[8] C. Bergqvist and A.C. Jungar (1998), "Adaptation or Diffusion of the Swedish Gender Model?" in L. Hantrais, *Gendered Policies in Europe: Reconciling Employment and Family Life*, St. Martin Press, Inc., 228 pages.

For the birth of a child in Sweden, fathers are entitled to 10 days' leave at 80 per cent of the base rate and can take these days at the same time as the mother. However, they must be taken during the 60 days that follow the birth of the child.

The duration of parental leave is a total of 450 days, of which 420 days can be transferred from one parent to the other. These 450 days can be taken at any time during the first eight years of the child's life. Out of those 450 days, 360 are paid at 80 per cent of the salary and the remaining 90 days are paid at a fixed rate. The country's *Childcare Leave Act* also entitles parents to a year and a half of unpaid leave. Thus, in Sweden, parents have a total of 990 days of leave to share as a result of the birth of a child. In Canada, some collective agreements offer similar provisions for taking care of a child or relative. However, as in Sweden, this type of leave is unpaid. On the other hand, Sweden has another advantage whereby parents, after the return to work, are allowed 60 days per child per year to care for a sick child, medical appointments, etc. This type of benefit is relatively uncommon and is quite generous and appealing.

In addition, no matter how long they have been working, all employees are entitled to 60 days' leave per year at 80 per cent of salary to care for a sick person, regardless of whether the person concerned is a child or is elderly and whether or not it is a relative.

Sweden also offers various options, such as part-time work and flexible hours, that facilitate the work-family balance after parents' return to work.

The workplace culture in Sweden has remained more traditional than public policy. The father is still considered as the main breadwinner. Within organizations, he is still perceived as the one who will be less absent from work and who is better fitted to take on new challenges and longer work hours. The mother is seen as the one who is absent from work more often in order to take care of the children. As a result, workplaces with a higher representation of women are more oriented towards reconciling work and family than those workplaces where men are more present. Overall, some organizations in Sweden remain open to parental needs, while others stay neutral and only offer what is available through public and collective rights. It should however be noted that some Swedish organizations offer more than what is provided in government legislation, especially in areas such as flexible hours, teleworking and extended parental leave.

Thus, based on this brief description of Swedish policy vis-à-vis work-family balance, it should now be clear why Sweden is often held up as a positive model for national social benefit systems. Several of the social benefits available are innovative and attractive, and the challenge of balancing work and family has definitely become a top priority at the heart of political debate. The equality of men and women in the labour market has also been greatly improved for several decades. This explains why Swedish social policy has been considered so progressive for so long.

The United Kingdom[9]

In contrast to the general trend towards a more open-minded vision of the family, the United Kingdom has clung to its traditional culture and values: the father is still considered the family's main breadwinner while the mother's primary role is to stay at home and raise the children. One of the consequences of this traditional approach is that the limited political interest in this area has resulted in very little public policy dealing with work-family balance.

Moreover, in the United Kingdom, the labour market has the particular characteristic of being one in which atypical forms of work, such as temporary work and fixed-contract work, are becoming increasingly common. Apart from mandatory maternity leave, all other forms of parental leave are left totally at the employer's discretion; which is somewhat surprising in this day and age! In fact, in the United Kingdom, the question of facilitating work-family balance is still seen as a private matter; in other words, one that should be addressed by the business community, rather than by politicians. Provisions that could facilitate work-family balance, such as paid leave to look after a sick child or deal with family emergencies, are often perceived simply as an additional financial burden for organizations.

Although some organizations have adopted positive measures such as part-time work and flexible hours in the form of an annualized approach to employee

[9] This section is mainly based on S. Lewis (1999), "Work and Family Arrangements in the United Kingdom" in L. Den Bulk, A. Van Doorne-Huiskes and J. Schippers, *Work-Family Arrangements in Europe*.

work time, such measures are not universal since they are left to the employer's discretion. In the United Kingdom, measures favouring work-family balance are more prevalent in workplaces that contain a higher proportion of female workers; the civil service and some large organizations, for example. However, in the latter case, employers must be assured that such measures are beneficial from the organization's standpoint.

Overall, in the United Kingdom, the introduction of policies and measures favouring work-family balance will require major changes in the country's organizational culture, which, despite European directives, continues to function in its time-honoured manner.

Conclusion

In this article, we have provided a brief description of the measures favouring work-family balance as they currently exist in Canada and the European Union (particularly, in three of its member countries). In most countries, since the end of the 1990s, concrete measures have been put in place to help workers balance their work and family responsibilities. However, it is clear that there are major differences between countries. This is especially true when the respective situations in Sweden and the United Kingdom are compared. Whereas in Sweden greater emphasis is placed on the development of social policies, these issues are dealt within an arbitrary fashion in the United Kingdom. It is also possible to discern certain similarities between Canada and Spain and Canada and Sweden. Comparatively speaking, it would seem that Canada's situation falls somewhere between these two countries. We have also found that the development and adoption of policies and measures to facilitate work-family balance very much depend on the culture and ideologies prevailing in given governments and organizations. Depending on the country, balancing work and family life can be seen either as an individual private issue or as a collective challenge that could, if met, be beneficial to society as a whole. Based on the information gathered, it would appear that a country's culture, ideology and values have a profound effect on many aspects of its development; not only on an economic and political level but on a social level as well. It is also interesting to note that, despite the number of social polices that now deal with work-family balance, workplaces remain predominantly traditional in their outlook, albeit at varying degrees.

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WORK STOPPAGES – 2000 AND CHRONOLOGICAL PERSPECTIVE

Work Stoppages, Labour Organizations and Collective Agreement Analysis Section
Workplace Information Directorate
Labour Program, Human Resources Development Canada

Major Work Stoppages (500 or more workers)

Summary

There were 16 work stoppages involving 500 and more workers during the fourth quarter of 2000 in Canada. In Ontario, the strikes at Falconbridge Ltd. and at York University respectively represent 78,850 and 75,850 person-days not worked, which is approximately 46 per cent of the person-days not worked during the fourth quarter. During the same period, the strike by the municipal workers with the City of Vancouver accounted for 77,500 person-days not worked.

Table A

Major Work Stoppages by Jurisdiction
Fourth Quarter 2000

Jurisdiction	Stoppage	Workers Involved	Person-Days Not Worked
Newfoundland	2	1,261	9,700
Prince Edward Island	-	-	-
Nova Scotia	-	-	-
New Brunswick	1	750	13,920
Quebec	3	16,740	16,740
Ontario	7	8,765	195,000
Manitoba	1	2,500	650
Saskatchewan	-	-	-
Alberta	-	-	-
British Columbia	1	2,500	77,500
Territories	-	-	-
Multiprovince	-	-	-
Total Provinces	**15**	**32,516**	**313,510**
Canada Labour Code-Part I	1	900	19,290
Federal Administration	-	-	-
Federal Total	**1**	**900**	**19,290**
Total	**16**	**33,416**	**332,800**

Source: Workplace Information Directorate

Table B

Major Work Stoppages by Industry
Fourth Quarter 2000

Industries	Stoppage	Workers Involved	Person-Days Not Worked
Primary Industries	1	1,200	78,850
Manufacturing	4	5,850	20,470
Construction	-	-	-
Transportation, Communication and Other Utilities	1	900	19,290
Trade and Finance	1	1,015	2,900
Community, Business and Personal Services	6	6,951	118,790
Public Administration	3	17,500	92,500
Various Industries	-	-	-
Total	**16**	**33,416**	**332,800**

Source: Workplace Information Directorate

All Work Stoppages (one or more workers)

Table C

All Work Stoppages by Jurisdiction
Third Quarter 2000

Jurisdiction	Cumulative to September 30, 2000 Stoppage	Workers Involved	Person-Days Not Worked
Newfoundland	9	2,069	15,620
Prince Edward Island	-	-	-
Nova Scotia	5	259	9,980
New Brunswick	3	481	9,130
Quebec	100	7,598	234,600
Ontario	111	43,323	421,360
Manitoba	5	366	20,650
Saskatchewan	4	343	8,170
Alberta	8	8,188	50,880
British Columbia	41	46,387	279,380
Territories	1	420	1,260
Multiprovince	1	84	2,450
Total Provinces	**288**	**109,518**	**1,053,480**
Canada Labour Code-Part I	11	5,996	87,860
Federal Administration	-	-	-
Federal Total	**11**	**5,996**	**87,860**
Total	**299**	**115,514**	**1,141,340**

Source: Workplace Information Directorate

Table D

All Work Stoppages by Industry
Third Quarter 2000

Industries	Cumulative to September 30, 2000 Stoppage	Workers Involved	Person-Days Not Worked
Primary Industries	13	16,582	195,050
Manufacturing	110	15,747	313,530
Construction	5	515	12,240
Transportation, Communication and Other Utilities	29	6,087	72,660
Trade and Finance	41	10,393	97,890
Community, Business and Personal Services	83	46,166	333,290
Public Administration	18	20,024	116,680
Various Industries	-	-	-
Total	**299**	**115,514**	**1,141,340**

Source: Workplace Information Directorate

A weekly listing of major work stoppages in Canada and a full chronological perspective are available on the Workplace Information Directorate Web site at:

http://labour-travail.hrdc-drhc.gc.ca/doc/wid-dimt/eng/

Table E

Work Stoppages – A Chronological Perspective

Period	Number beginning year or month	in existence during year or month*			
		Total Number	Workers involved	Person-days not worked	% of Estimated working time
1990	519	579	270,471	5,079,190	0.17
1991	399	463	253,334	2,516,090	0.09
1992	353	404	149,940	2,110,180	0.07
1993	323	381	101,784	1,516,640	0.05
1994	312	374	80,856	1,606,580	0.06
1995	282	328	149,159	1,583,061	0.05
1996	297	330	281,816	3,351,820	0.11
1997	229	284	257,664	3,610,206	0.12
1998	341	381	244,402	2,443,876	0.08
1999	358	413	158,612	2,445,770	0.08
1999					
September	31	102	16,464	169,770	0.06
October	27	95	10,601	122,340	0.05
November	32	92	15,506	153,900	0.06
December	30	94	16,774	115,000	0.04
2000					
January	28	86	23,164	145,810	0.06
February	26	84	11,821	72,070	0.03
March	31	89	36,044	163,350	0.06
April	35	92	24,474	153,300	0.06
May	28	91	13,792	110,210	0.04
June	24	95	22,898	140,310	0.05
July	25	80	18,777	135,150	0.05
August	22	78	10,209	106,590	0.04
September	22	76	17,130	114,550	0.04

* Refers to work stoppages which began during the year or month as well as those carried over from the previous year or month.

Source: Workplace Information Directorate

TECHNICAL NOTES

Data on work stoppages collected by the Workplace Information Directorate of the Labour Program of Human Resources Development Canada covers strikes and lockouts which amount to ten or more person-days lost.

A strike is a concerted work stoppage by a group of employees which is done in order to bring about a change in an employer's position, and it occurs during the negotiating process. A legal strike is one that respects all the conditions mandated by law, most notably that the strike is taking place during negotiations. A strike will be declared illegal if it does not respect the applicable laws. A lockout occurs when work is suspended by the employer or a group of employers in order to pressure employees to change their position, and a lockout must also occur during the negotiating process.

Developments leading to work stoppages are sometimes too complex to make it practicable to distinguish between strikes on the one hand and lockouts on the other.

The major characteristics of work stoppages on which information is gathered are:

Employer – Firm or firms employing the workers reported on strike or locked out.

Location – Location of the plant or premises at which the work stoppage occurred.

Industry – Industry of employer according to the Standard Industrial Classification, Statistics Canada (Revised 1970).

Union – The workers' organization(s) directly involved or concerned in the dispute that led to work stoppage.

Workers Involved – The total number, or approximate total number, of workers reported on strike or locked out, whether or not they all belonged to the union directly involved in the dispute that led to work stoppage. Where the number of workers involved varied in the course of the stoppage, the maximum number is used in tabulating annual or other totals. (Where a stoppage commenced in a previous year, the maximum number during the whole stoppage is the number used). Monthly totals are similarly based on the highest figures but allowance is made for changes reported in stoppages extending over two or more months. The total number of workers shown may include the same workers more than once if they are involved in more than one work stoppage during the year (or other reference period). Workers indirectly affected, such as those laid off as a result of a work stoppage, are not included in the data on workers involved.

Starting Date – The day on which the work stoppage began.

Termination Date – For work stoppages that are terminated by mutual agreement, the termination date is the day on which work was resumed. Where normal operations could not be resumed shortly after the employees agreed to return, the day on which they were available for work is regarded as the termination date. Some work stoppages are never formally settled, and this presents statistical difficulties. In such a case, the stoppage is usually considered terminated for statistical purposes, at the date by which it was established that two-thirds or more of the workers involved had either returned to work, or had found work with other employers; or the date by which it was reported that the operations affected by the work stoppage would not be resumed.

Duration – The duration of each stoppage is calculated in terms of working days, including the starting date and all subsequent normal working days up to the termination date. The days counted as working days are those on which the establishment involved would normally be in operation (five days per week).

Duration in Person-Days – Duration in working days multiplied by the number of workers involved. For work stoppages involving establishments in which the number of weekly working days (see Duration above) exceeds the work week of individual employees, the duration in person-days is adjusted by the appropriate ratio. Variations in the number of workers involved in the course of a stoppage are also taken into account in the calculation as far as practicable. The data on duration of work stoppages in person-days are provided to facilitate comparisons of work stoppages in terms of a common denominator; they are not intended as a

measure of the loss of production time to the economy. The expression "Time loss" is occasionally used instead of "duration in person-days". The term most commonly used is person-days not worked due to the duration in person-days of all work stoppages in a year is also shown as a percentage of estimated working time based on estimates of the number of non-agricultural paid workers in Canada obtained from the Labour Force Survey of Statistics Canada.

Jurisdiction – Statistics on work stoppages are also classified according to jurisdiction. This is done on the basis of the government and those businesses covered by Part 1 of the *Canadian Labour Code* whose industrial relations statistics are applicable to the establishment involved in the dispute. (The tabulation of statistics on work stoppages by jurisdiction corresponds to a tabulation by province, except where the Federal jurisdiction is involved.)

The data reflect all work stoppages that have come to the notice of Workplace Information Directorate, and meet the criteria defined above, e.g., minimum person-days. The methods used to secure this information are believed to be adequate to preclude the possibility of major omissions.

SECTION 3

INNOVATIVE WORKPLACE PRACTICES

Nancy Amyot
Workplace Information Directorate
Labour Program, Human Resources Development Canada

This overview of innovative or special interest provisions is drawn from a summary of 90 collective agreements that were settled in September, October, November and December 2000.

Duration

Contrary to a recent trend that has been observed for some time now, most of the collective agreements signed during the selected period had a duration of 36 months or less. More precisely, for 54 agreements, i.e., 60 per cent, the duration was 24 or 36 months (15 and 39 respectively). Even more surprising, when adding the other agreements with a duration under 36 months, **80 per cent of the new collective agreements** fall into the category of agreements with a duration of **36 months and less**. Only four collective agreements had a duration of 60 months or five years and more, with two being in effect until 2006 (Zehrs Markets and United Food and Commercial Workers International Union).

Committees

It seems that the joint committee option is still very popular when it comes to discussing or implementing new projects. In fact, 22 collective agreements refer to the creation of at least one new joint committee during the life of the agreement. It is worth noting the wide array of issues discussed in these committees as well as the high number of organizations planning to form more than one committee. Moreover, in several cases these would be ad hoc committees. Among issues dealt within committees were the following: the establishment of a workplace child care facility; staffing of positions; disability management; working hours; job sharing; review of fringe benefits; review of grievance procedure; teleworking; and mutual respect and dignity.

The four collective agreements signed between the City of Vancouver, Vancouver Board of Parks and Recreation, Ray-Cam Cooperative Association and Britania Community Services Centre Society, and Canadian Union of Public Employees, plan for the set-up, in the four months following ratification, of a committee responsible for drawing up a letter of agreement **in order to identify the applicable conditions for telework**. Recommendations from the committee would be discussed during the next round of negotiations; upon approval of the parties however, some of the recommendations could be carried out before the start of the negotiations. The agreement between the Regional Municipality of York Police Services Board and the Regional Municipality of York Police Association includes a provision for the creation of a committee whose mandate is to discuss the delivery of a **job-sharing program**. If the parties fail to come to a mutual agreement, **an arbitrator will have power to decide whether such a program must be implemented and to determine the requirements**. Following a challenging negotiation process, Cara Operations Ltd. from British Columbia and Hotel Employees and Restaurant Employees International Union agreed in a letter of understanding that a **committee on mutual respect and dignity** should be established with the goal of finding solutions to improve labour-management relations. According to the agreement, the first meeting is to be held with the participation of a facilitator during the month following ratification.

Training

The two agreements ratified by the Regional Municipality of Peel Police Services Board, Ontario, and the Regional Municipality of Peel Police Association contain a provision awarding **an allowance for occupational training applying to the spouse**. Moreover, the PipeLine Contractors

Association of Canada and the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada provide for an **international training fund**.

Compensation and Working Conditions

The Aluminerie de Bécancour inc. and the Fédération des syndicats du secteur de l'aluminium inc. have negotiated, in addition to an annual wage adjustment, a cost-of-living allowance clause. Furthermore, the two agreements signed by Air Canada and Air Canada Pilots Association and by the National Automobile, Aerospace, Transportation and General Workers Union of Canada, contain a provision stipulating that the wage adjustment that had already been negotiated for the last two years of the agreement will be reopened if the Consumer Price Index for the preceding year exceed the planned adjustments by over 1.0 per cent. Similarly, the agreement between British Columbia Ferry Corporation and British Columbia and Marine Workers Union ties the wage adjustment for the last year to the full British Columbia Consumer Price Index.

Union Gas and the Communications, Energy and Paperworkers Union of Canada have agreed on implementing a **flex benefits program** as defined in a **core plus options** plan. Under this plan, the company continues to offer a basic plan that includes extended medical coverage, dental coverage, life insurance, accident insurance and long-term disability insurance. Adding to this basic coverage are options that can be bought by the employer using credits allocated to employees according to their status as full- or part-time workers, plus a percentage of annual salary. Moreover, Union Gas offers to current employees the **opportunity to choose** irreversibly **among three new types of pension funds** or to stay with the existing one. New employees will choose from three new options.

At Union Gas, a negotiated provision relates to the **maintenance of the established employer-employee status during work slowdown periods**. The provision identifies a series of measures that can be applied to maintain the employment if so desired. These measures include: job sharing, reduction in work hours, relocation aid, participation to special projects, retraining, leave without pay or voluntary termination of employment.

Labour Relations

In a letter of agreement signed between Zehrs Markets, Ontario, and United Food and Commercial Workers International Union, the company commits itself not to layoff any full-time employee during the life of the collective agreement and furthermore, to hire 300 new full-time clerks during the same period. In another aspect, Entourage Technology Solutions Inc, in Ontario and Quebec, and the Communications, Energy and Paperworkers Union of Canada have introduced a new pre-arbitration step that involves the union representative at the national level and the human resources director in the grievance procedure.

April 28 – National Day of Mourning

Each year on April 28, the Canadian flag is flown at half-mast on Parliament Hill. It is lowered in honour of the National Day of Mourning.

The National Day of Mourning is the only day dedicated to commemorating those who have died or been injured as a result of workplace accidents. It is an occasion to remember Canadian workers, from those who helped build Canada in earlier times, to those who continue that legacy today.

The significance of the National Day of Mourning is not immediately apparent. It is only when we learn that three Canadian workers are killed every working day and that every nine seconds someone is injured on the job, that we begin to understand the implications of hazards in the workplace.

These work-related accidents also carry an economic cost. Compensation paid to work accident victims or their families **averaged $5 billion a year from 1991 to 1995**. If the indirect costs of accidents are included, this **amount doubles to $10 billion**.

The statistics and dollar figures, alarming as they are, do not come close to telling the story of pain and suffering caused by occupational accidents. In each case, a whole network of people is affected—children, spouses, parents, friends, and co-workers.

Thirty years ago, the Government of Canada developed occupational safety and health legislation to help improve workplace conditions. Much progress has been made each year since and has greatly contributed to the decrease in workplace accidents. Between 1993 and 1997 alone, workplace accidents in Canada have declined by 11 per cent.

Accidents will always occur, but the overall number of incidents can be reduced by education, awareness, and cooperation.

This year marks the 10th anniversary of the National Day of Mourning. As we focus our attention once again on the tragic consequences of workplace hazards, it is important to remember that we all have a role to play in helping **to promote healthy and safe workplaces for all Canadians**.

"THE SEED YOU PLANT TODAY" – CONFERENCE ON YOUTH HEALTH AND SAFETY IN THE WORKPLACE

Labour-Management Partnerships Program
and the
Youth Employment Strategy

Introduction

From October 15th to 18th, 2000, 130 youth and an equal number of health and safety professionals and interested parties representing industry, the labour movement and government attended the first ever Canadian conference concerning Youth Health and Safety in the Workplace. The conference focused on identifying problems that youth experience in the early years of their working careers and how these problems can be addressed from the perspective of youth.

> *"The seed you plant today will eventually germinate into the future health and safety of workers."*
>
> *Jodyne Greene, Youth delegate from Manitoba*

Conference Outline

The Hounorable Ethel Blondin-Andrew, Secretary of State for Children and Youth, formally opened proceedings noting that the conference was the first step in the right direction to resolve an unacceptable situation.

To provide a context for health and safety in the workplace, keynote speakers addressed several far-reaching topics.

- why is health and safety of youth at work a unique issue and a priority for all stakeholders?
- the importance of workplace health and safety,
- the medical aspects of injury control, and
- the wider issue of child labour.

Panelists and youth delegates then provided expert advice on:

- youth health and safety at work: issues and priorities, and
- nature of the work environment: potential impacts on the health and safety of young workers

Workshops were held to discuss more technical aspects of:

- issues, challenges and impact of work on youth,
- education and training needs—reducing the risk for young workers, and
- roles and responsibilities—health and safety.

— Case Study summarized from the report "The Seed You Plant Today", *The Proceedings of the October 15th-18th Conference on Youth Health and Safety in the Workplace,* Ottawa, December 31, 2000. You can access the full report at < www.ccohs.ca/events/youthconference/youthconfproceedings-e.pdf >. The report was co-ordinated by Jim Hamilton, Hamilton, Thompson and Associates.

Concurrent sectoral breakout sessions took place to discuss aspects of youth health and safety in the following sectors:

- agriculture and fisheries sector,
- mining, oil and gas sector,
- forestry and construction sector,
- manufacturing, transportation, utilities and communications sector,
- hospitality, food industry and retail sector,
- small businesses and independent and contract workers,
- office and high technology sector,
- health sector, and
- volunteer sector.

A separate group also examined health and safety from a national perspective. Based on the presentations and workshops of the conference and their own experiences, youth delegates within the breakout sessions developed findings and recommendations with respect to youth health and safety in the workplace. Youth delegates then presented these to a senior panel for consideration. The Honourable Claudette Bradshaw, Minister of Labour, received the recommendations of the youth delegates and closed the conference.

Members of the senior panel included:

- *Sandra Morgan, Deputy Minister, Government of Saskatchewan Department of Labour and Immediate Past President of the Canadian Association of Administrators of Labour Legislation,*
- Hassan Yussuff, Executive Vice-President, Canadian Labour Congress,
- The Honourable Perrin Beatty, President and Chief Executive Officer, Canadian Manufacturers and Exporters, and
- Maurice Proulx, Assistant Deputy Minister, Ontario Ministry of Education.

Key Finds and Recommendations

The youth delegates identified seven major concerns that impact significantly on youth health and safety in Canada's workplace today and voiced their recommendations as follows:

"Health and Safety is considered a high priority within youth today across Canada and must be first and foremost with the government."

Deveilyau Tymusko, Youth Delegate from British Columbia.

1. A need for enhanced education and training

Delegates from all sectors observed that both employers and employees lack knowledge as to both their obligations, rights and responsibilities with respect to health and safety, and the identification and benefits of effective health and safety processes.

Training is especially important for youth as, without work experience, it provides them with an initial approach to the workplace that can only enhance their safety. It is also important to experienced workers to keep them current with new developments in health and safety.

Delegates also stated that customized training may be necessary for specific areas of employment. Training should also deal specifically with conflict resolution, violence in the workplace and volunteerism.

Recommendations:

All reports coming back from breakout sessions recommended the enhanced training/education of youth. Several reports recommended that health and safety comprise an integral part of the core curriculum from Kindergarten to Grade 12.

Other reports recommended that the need for specialized training geared to actual job requirements as well as the need to educate employers. Job-related training could be linked to certification which would lapse if employees did not remain current.

2. A need to enhance the general awareness of employers and employees

It was noted that both employers and employees need to change their awareness of and attitude towards health and safety, especially as it affects youth. They recognized that non-youth and employers often either are not aware or ignore the plight of youth with respect to health and safety.

Examples of a lack of awareness of unsafe conditions include: farmers who, when employing youth, use chemicals without a full knowledge of accompanying hazards, and young contract workers who often ignore health and safety as they are only on site for a short period of time. Delegates within the hospitality, food and retail, and health breakout sectors also noted that employers within their sectors often ignore the

Recommendations:

Most youth delegates emphasized the need for a national health and safety awareness campaign focused especially on youth, families and children. Several recommendations were made as to the basic message of the campaign and its methods. The campaign should centre on:

- putting the message out to youth, families and children emphasizing simple precautions, safety tips etc., and
- making employers and employees fully aware of the obligations, rights, responsibilities and laws with respect to workplace health and safety.

The campaign would be nation-wide, and use all aspects of the media including: television, radio, billboards, busboards etc. To be successful, the campaign would require the active support of all parties, including youth, industry unions, and government.

Recognition was given that special training programs should be developed for:

- small businesses,
- the agricultural sector,
- the fisheries sector, and
- the volunteer sector.

health and safety opinions of youth. They are only low-paid substitute workers.

Several delegates noted that awareness and attitude, especially related to employees and small businesses, would be enhanced if more use were made of already established support groups and local organizations. The use of local support groups and local organizations should be part of the National Awareness Campaign mentioned above. Local support groups could include, for example, the Safe Communities Foundation, the YMCA/YWCA, small business organizations, parent/teacher councils, farming service dealerships, etc.

3. A lack of enforcement

Youth delegates from nearly all breakout sessions reported a lack of effective enforcement of health and safety regulations with respect to both employers and employees.

Recommendations:

Most youth delegates recommended that the enforcement of existing health and safety laws and regulations should be enhanced. Also recommended was a significant increase in penalties for non-compliance and, if necessary, amendments to the Criminal Code to apply to health and safety infractions where deliberate negligence has led to serious injury or fatalities. They also noted that enhanced enforcement should apply both to employers and employees.

4. The communications skills of supervisors

The delegates observed that many employers have difficulty relating to youth, and that supervisors often lack the soft-skills required to communicate. Youth often are aware of dangerous situations, but if these situations are not openly discussed between youth and management, health and safety can be jeopardized.

Recommendations:

Course offerings were recommended for supervisors to enhance their soft-skills to communicate better with youth. Courses should prepare supervisors to dialogue with youth as well as to respect their opinions.

5. The availability and cost of information

Health and safety information costs money and requires time to obtain and to distribute among employees. Delegates noted that this could be detrimental to health and safety in the workplace, especially in small business, agriculture, and fisheries.

No recommandation.

"Everyone in our workshop agrees that youth employees are scared to ask questions; fear employers; don't know where to go."

Jacqueline Johnson, Youth delegate from Saskatchewan

6. A need for national standards

A key issue to young workers is that safety standards and orientation procedures change from industry to industry and province to province. One delegate suggested that industries and provinces should identify the "best" processes and bench mark with them.

Recommendations:

The need for consistency in standards and orientation procedures across Canada was recognized. Consistency could be achieved either through the establishment of national standards based on national legislation or through the practice of each jurisdiction bench marking to the best standard in the country. Orientation procedures should also be standardized across industries throughout Canada.

7. A number of work activities that fall outside the usual health and safety net

Delegates observed that some activities within the workplace either are not covered by present health and safety legislation or appear to fall outside of the present administrative structure used to enforce compliance. This concern is critical to youth as it is often in these sectors where youth find initial employment.

The activities include employment within small business, employment on farms, contractual employment, work at home, and volunteerism. Non-applicability means that effective information on health and safety may not be distributed, and processes to enhance health and safety may be limited. Non-applicability also means compensation in cases of actual injury may not be available. Being outside of the effective enforcement net will have the same effect.

The phenomenon of being outside of the net is probably most pronounced in the agricultural and fisheries sector and in volunteerism.

Recommendations:

Delegates recommended the following:

- application of existing health and safety legislation to the volunteer sector,
- registration of agencies using volunteers,
- government provision of training for the volunteer sector, including their volunteers,
- financial assistance to the volunteer sector to compensate for health and safety injuries,
- financial assistance to small business and the agriculture and fisheries sector to obtain and distribute health and safety information to employees, and
- a wider use of incentive programs especially aimed at inducing improved health and safety practices within small business.

The immediate formation of youth health and safety advisory committees was recommended by the delegates. It was anticipated that there would be a committee in each territory and province and at the national level.

Where do we go from here?

The recommendations were submitted to the senior panel and their responses follow:

- Ms. Sandra Morgan committed to sharing the findings and recommendations of the youth presenters with every Deputy Minister of Labour in Canada and to report on the conference at the next meeting of the Canadian Association of Administrators of Labour Legislation. Ms. Morgan also advised that Saskatchewan has created a Youth Advisory Committee on Health and Safety, and will urge her colleagues in all of the other provinces to do likewise.

- Mr. Hassan Yussuff remarked that the one central theme flowed through all of the presentations of the youth delegates: "education, education, education, education". He noted that youth must be aware of their rights and the dangers in the workplace, and that this can be achieved through education. Mr. Yussuff also stated: "There will be a summary of the conference. I certainly am prepared to take them (the recommendations) back to the Canada Labour Congress Joint Health and Safety Committees and discuss what you are saying and see how my colleagues and I can work on the implementation of these recommendations across this country to give some meaning to them."

> *"If this stops here, what have we done; (we) need to go on."*
>
> *Derek Hayden, Youth delegate from Newfoundland*

- The Honourable Perrin Beatty saw the recommendations falling into three main categories: awareness, greater national coordination and consistency, and adequate enforcement. Mr. Beatty agreed that information on rights in the workplace needs to be disseminated early, preferably within the school system before youth join the labour force. As to national standards, he pointed out that more would be achieved if we jointly search for practical solutions, focusing especially on coordination and harmonization. He said: "I will certainly go back to our people and to governments and say that there is more that associations like mine can be doing in working with employers to make the case (for health and safety in the workplace). We simply can not afford these tragic human and economic losses as a result of accidents and illnesses in the workplace."

- In accord with his panel colleagues, Mr. Maurice Proulx agreed that enhanced education is a critical recommendation with respect to youth health and safety in the workplace. He doubted whether there was a single teacher in Canada who would not take advantage of the educational resources to teach health and safety in the school systems if they were made available to them.

In receiving the recommendations of the youth delegates, the Honourable Claudette Bradshaw, the federal Minister of Labour, saw the conference as a new beginning that had taken a hundred years to occur. Noting that one third of lost-time injuries happen to youth, the Minister said:

> "To the young people, I say that I have found your views of the world perceptive and often unique. I'm interested in what you have to say. I respect your views. To the rest of us, I say we can learn from our young people just as we can learn from each other. And that is what this conference has been about. It has been about bringing people together to better understand health and safety issues confronting young workers and how to make progress in dealing with the issues."

As to the findings and recommendations of the youth delegates, the Minister of Labour committed to move forward by:

1. agreeing to review the recommendations of the youth delegates;

2. ensuring that her advisors study the recommendations to see what can be done;
3. circulating the youth delegates' proposals to her provincial and territorial colleagues;
4. presenting the recommendations for review and discussion at the next meeting of the Ministers of Labour; and
5. working with other levels of government as several of the issues raised cut across municipal, provincial and federal jurisdiction.

The Minister thanked the delegates for their frankness, and concluded that the process involving youth with health and safety must continue.

Presenters noted that youth, when employed, should never sign a waiver reducing the health and safety responsibilities of employers.

The opinions expressed in this document do not necessarily reflect those of the Government of Canada or of the major organizers:

the Communications, Energy and Paperworkers Union of Canada and the Canadian Chemical Producers' Association of Canada.
This project was financially assisted by the Labour-Management Partnerships Program and the Youth Employment Strategy.

HARNESSING THE POWER OF JOINT WORKPLACE COMMITTEES – NEW BRUNSWICK POWER CORPORATION AND INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

Énergie NB Power

New Brunswick Power and the International Brotherhood of Electrical Workers have a history of working collaboratively in pursuit of mutual interests. This has resulted in the introduction of leading-edge initiatives, such as the establishment of a workplace child care facility and the implementation of a flex-benefits program. Notwithstanding this successful track record, a significant transformation of the energy sector in New Brunswick and Eastern North America caused stresses in the labour-management relationship.

Introduction

In 1997, the company and the union began actively promoting the use of joint workplace committees – plant-based or regional committees in which labour and management share the leadership role to address workplace issues and to promote communication. The following accomplishments set the foundation for second-stage activities:

- development of a governance model for joint workplace committees;
- start-up of new committees in the Generation Business Unit and Transmission and Distribution Business Unit;
- delivery of a 2½-day training session to committee representatives; and,
- signing of a contribution agreement with the Minister of Human Resources Development Canada to enact plans for a *Conference on Best Practices for Joint Workplace Committees* and Related Training Activities.

On January 12-13, 2000, New Brunswick Power and the International Brotherhood of Electrical Workers co-sponsored the conference. It was designed to: support 14 joint workplace committees, functioning across four business units (i.e., Transmission and Distribution, Generation, Nuclear, Customer Service & Marketing), in reaching their full potential; and, inform the practices of other committees (e.g., Health & Safety Committees) at New Brunswick Power. Approximately 160 delegates and guests had the opportunity to interchange information and best practices.

Conference on Best Practices

The idea for this forum was forwarded in 1998 by employees who participated in developing a new governance model for joint committees in the Generation Business Unit. In January, 2000, the company and union set the tone for the new millennium by co-sponsoring a *Conference on Best Practices for Joint Workplace Committees*. The employees thought that committees from across business units would benefit by gathering to: exchange information, share best practices, and acquire new skills and knowledge through training.

On a daily basis, committee representatives from Generation Business Unit and Transmission and Distribution Business Unit exchanged information about their unique approaches to governance and best practices. Delegates also participated in one of the following 1½-hour training sessions offered each day:

- Achieving Consensus;
- Conflict Resolution;
- How to Start and Sustain a Joint Workplace Committee;
- Joint Problem Solving;
- Three Generations at Work; and
- The Business of Listening.

The highlight of the second day was an interactive panel presentation by representatives of New Brunswick Power and International Brotherhood of

— Case Study summarized from the Final Report: Conference on Best Practices for Joint Workplace Committees (JWCs) and Related Training Activities; *prepared by New Brunswick Power Corporation (NB Power) and International Brotherhood of Electrical Workers (IBEW), Local 37, and co-ordinated by Carol MacLeod, Carol McLeod & Associates Limited.*

Electrical Workers High-Level Labour-Management Committee. The panelists delivered a series of 10-minute presentations on the theme of *Joint Leadership Towards an Unknown Future* and then responded to questions from the floor. Handouts of all the presentation visuals projected on screen were distributed. The related feedback was so positive that the project's Steering Committee launched an unprecedented follow-up initiative, delivering similar presentations to the company's employees at large in April 2000.

The final conference activity involved round-table discussions among all 160 participants to identify lessons learned and to discuss barriers in strengthening joint workplace committees. This information was subsequently made available through the company's electronic infrastructure.

Outreach 2000

In April 2000, through its High-Level Labour-Management Committee, New Brunswick Power and International Brotherhood of Electrical Workers, Local 37, co-sponsored 19 *Outreach 2000* events across New Brunswick. *Outreach 2000* created an opportunity for two-way communication between employees and the senior-most leaders of the corporation and the union. Local committees co-hosted events in their area, appointing a co-chair and handling communications and logistics. At every event each of the five panelists delivered a 10-minute presentation, supported by large-screen visuals and handouts, and then responded to questions.

All employees were invited to participate in *Outreach 2000* on company time – although 1,666 evaluation forms were completed, the actual number of participants is estimated to be higher. An audio-video tape was prepared for employees who were unable to attend.

An article referring to *Outreach 2000* was written by Don Richardson, a columnist for the Daily Gleaner, and published on Friday, April 14, 2000. The following excerpt captures the essence of *Outreach 2000*.

"For the past two weeks, Cole (Business Manager, IBEW, Local 37) and NB Power President James Hankinson have toured NB Power's generating plants and district offices, standing side by side to explain their mutually agreed approach to workplace change... Everywhere they go, Cole says, they deliver the same message–management and labour will tackle change together, and thereby survive change together."

Project's Impact on the Labour-Management Relationship

Change breeds uncertainty about the future. Complex issues, such as staff redeployment, were deeply unsettling to everyone. It was clear that efforts by the High-Level Labour-Management Committee to jointly manage change would benefit from parallel efforts at local levels.

The project's focus on the ongoing development of joint workplace committees in the plants and regions has improved the relationship between labour and management at all levels of the corporation and union. The High-Level Labour-Management Committee became a more cohesive team as a result of their experience in leading the project using consultative processes. This has served the corporation and the union well during negotiations currently being conducted on a business-unit basis for the first time.

The Conference on Best Practices for Joint Workplace Committees, and the follow-up *Outreach 2000* initiative, visibly demonstrated that an open attitude towards information sharing and listening helped to nurture labour-management partnerships. The important role that the committees could play in facilitating communication about corporate change was also featured. The link between a healthy labour-management relationship and survival in a highly competitive environment was established.

A new corporate culture has taken root, one in which the quality of relationships between labour and management is central. Inevitably, the road from vision to reality is not always smooth. Although several committees experienced growing pains, committees across various business units are engaging in joint problem solving and learning from each others' successes and failures.

The project's Steering Committee has a training plan in place to continue supporting events and activities that will sustain its commitment to jointly managing workplace change through labour-management partnerships.

Lessons Learned

At the end of the Conference on Best Practices for Joint Workplace Committees all 160 participants were involved in round-table discussions.

A representative from each table reported back and the key points are reproduced below verbatim. New Brunswick Power and the International Brotherhood of Electrical Workers hope that this information will assist others in improving their labour-management partnerships.

Round Table Discussions Outcome

What Lessons Have You Learned?

- Different people require different types of communication
- Group problem solving is a learned skill
- It is a difficult task to take information back to work areas and sell
- Speaking to stakeholders is a good idea
- Believing in stakeholders is a good idea
- Change and adapting to change
- Learned how important joint workplace committees are to NB Power and the IBEW
- When there is a will there is a way
- There is a commitment by all parties, including senior management
- Be good listeners and not jump to conclusions
- Management support is there – The gap is closing between labour and management
- Have the opportunity to make a difference
- Commitment to skills development
- Momentum needs follow up and guidance
- We all have a common objective – to have a better workplace
- More joint training, consistent messages and more preparation of the people for the future
- Doors are never shut – Communication is open to both parties
- Learn to use joint problem solving

What barriers do you see?

- Participation of all employees – Need buy in
- Uncertainty in the future with changing times
- Challenges of communication to and from the committee
- Relay the sincerity of the High-Level Labour-Management Committee to our first-line supervisors
- Lack of trust is a large barrier, particularly due to past disappointments – Need to put the past behind and start fresh
- Uncertainty in the future, relative to outstanding decisions to be made
- Outside influences, such as government decisions
- New, improved communications both ways
- Change of committee name, Labour-Management Committee
- Closing the gap by getting all of the stakeholders involved
- Keeping the members of the committee, as well as the stakeholders, interested and energized
- More participation from employees
- We need all employees to see the serious message and come on board
- We need to reach our "non-believers" and make them believe that this can work
- Trust is a major issue
- Not losing the momentum

- Close the gap that hampers the initiative by selling the committee
- Employees on the committee are serious – Good support from labour and management
- Need to involve all of the stakeholders in these meetings
- There are a vast number of topics that may be forwarded to joint committees
- There is great value in this type of conference, especially for networking with others in the company
- Not following the committee's mission statement
- Getting trust and passionate involvement from stakeholders and members of the committee
- Applying the skills that we have acquired
- Future direction is unknown and this leads to insecurity
- Middle management has to be able to let go in order for the joint committees to flourish
- Getting stakeholders to buy in from top to bottom
- Communications – People are still not aware of what joint committees are doing and challenge is to transfer the commitment and enthusiasm flowing from this conference to employees

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The views and opinions expressed in this document are those of the conference participants, and do not necessarily reflect the position of the Labour Program, Human Resources Development Canada.

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ALGOMA CENTRAL RAILWAY – LABOUR-MANAGEMENT PARTICIPATION PROJECT

Julia Markus
Employee Ownership and Incentives Association

Introduction

When a company decides to move toward a participative workplace, it is not always apparent what needs to take place for this type of management strategy to work. In order to succeed, often both management and employees must develop new skills to support the new management approach.

In many cases, managers see worker participation as a threat or even an insult to their authority and decision-making ability. But in fact, employee participation is intended to enhance management decisions. This happens in two ways:

- First, managers are busy people and many decisions can be made without their intervention. When employees and supervisors receive clear directions on the boundaries of their authority, they are the best people to make decisions that affect the work they are entrusted to carry out on behalf of the company.
- Second, many decisions are ones for which it is important to have employee buy-in, which has consistently been shown to work best with employee input. There are also times when employee participation is not appropriate, primarily in crisis situations.

The success of participatory workplaces is also related to individuals' ability to communicate clearly with one another. Communication skills are the stepping stones to creating well-informed, mutually satisfactory workplace decisions – and training is the key. In particular, in companies coming from a traditional top-down model of decision-making, training in communication and participatory decision-making skills is generally recommended for everyone in the company.

Furthermore, in order to make effective decisions about any issues effecting the business, it is very useful for everyone to understand business and financial fundamentals, as well as the specific economic, social, marketing and operational issues of importance to their company and industry.

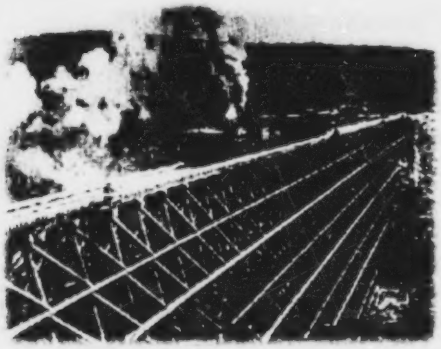
Even with all these skills, employee participation will only take hold and grow if both employees and managers at all levels in an organization agree to practice a participative approach on a daily basis. As everyone in the company adapts to a new decision-making style, gradual changes can be expected over a period of two to five years. Programs encouraging employee participation should also be evaluated on a regular basis so they can be adjusted, fine-tuned and revitalized if needed.

The objective of the project was to explore ways to create a co-operative labour-management environment by introducing joint problem-solving and group communication skills. As well, training in business and finances would be provided to the management and unions to help them work together to discover new work opportunities for Algoma Central Railway.

The project included designing education and a process that would allow joint committees, comprised of Algoma Central Railway's management, union workers and the non-union workforce, to begin co-operatively analyzing potential new production methods and new markets.

Company Background

The Algoma Central Railway Company was incorporated in 1899 by a Special Act of the Parliament of Canada to construct a railroad from Sault Ste. Marie, Ontario, northward to the transcontinental main line of the Canadian Pacific. The railway was extended northward to Hearst, Ontario, in 1914. The company was renamed Algoma Central Railway in 1965, and Algoma Central Corporation in 1990.



Most of over 100 trestles built on the A.C.R. between 1899 and 1914 were filled in by 1928.

This north-south railway connects with five other railways – including Huron Central, Wisconsin Central, Ontario Northland Railway, Canadian National and Canadian Pacific. Principal freight clients include St. Mary's Paper and Algoma Steel, both located in Sault Ste Marie, Ontario.

Wisconsin Central Transportation Corporation acquired the railway from Algoma Central Corporation and formed a new corporate entity, Algoma Central Railway as a wholly owned subsidiary, and began operating February 1, 1995.

Algoma Central Railway now operates both freight and passenger trains year-round on its 476-km main line from Sault Ste. Marie to Hearst. The company also has a 42-km freight-only branch line from Hawk Junction on the main line to Michipicoten.

The company grew rapidly from 1995 to 1997, but the closure of Wawa Mines in 1998 was a financial blow, although the company does not believe the situation will be fatal to Algoma Central, as there is growth potential in the transport of other commodities such as pulp and paper and other forest products.

Algoma Central Railway also operates two passenger services. A scheduled route is operated between Sault Ste. Marie and Hearst, Ontario. Prior to the passage of the *Canada Transportation Act*, this service was subsidized by the federal government. With the passage of the Act, a three-year contribution agreement was entered into whereby the federal government funds a portion of the line's losses. The Sault Ste Marie/Hearst passenger line has never recovered its operating costs, but losses have been reduced through an increase in ticket prices.

There is also an excursion train from Sault Ste. Marie to the Agawa Canyon from early June to mid-October, and a Snow Train excursion on weekends from late December to early March. With approximately 90,000 passengers annually, this service is profitable.

The railway's freight operations have been integrated into the Wisconsin Central system. Passenger trains still operate under the Algoma Central name.

Contract Settlement – Negotiated Provision

The following negotiated provision was the basis for this labour-management joint participation project:

> *"The establishment of a participatory process wherein local union and management committees will be empowered to resolve issues affecting the workplace locally, rather than decisions being made in the United States."*

The Algoma Central Railway unions and employees were concerned with their inability to resolve issues at a local level and with the ineffectiveness of their previous consultative arrangement, in which the president of Wisconsin Central Transportation was to visit Sault Ste. Marie and meet with the unions each

quarter. This proved difficult to accomplish with regularity, since the parent company was in the midst of an international expansion program that required the President's time and attention.

The bargaining committee chairman for the Associated Rail Unions and the vice-president of human resources for Wisconsin Central, asked the Employee Ownership & Incentives Association to help them devise a mutually beneficial approach to employee participation for inclusion in their new collective agreement.

All parties agreed that many of their problems and frustrations could be resolved if there was a genuine commitment by all to openly and frankly discuss the issues in a cooperative and participatory fashion. They acknowledged there were many issues suitable for resolving through a participatory process. These included the safety and health of employees; self-directed teamwork; work method improvement; promotion of inter-function understanding; involving the right people in decision making; focusing on customer requirements; the quality of tools and equipment; an open door policy; improving employment opportunities; enhancing skills; quality of life issues; and recognition systems.

By dealing with these issues in a cooperative and consultative manner, there would be improved morale and productivity, which would in turn enhance job security and company viability.

The negotiators realized that joint participation could not be tightly defined in advance, and the best approach was to establish guidelines and principles for implementing participation in the workplace. The following is the distillation of their two days of collaborative effort.

> "All parties recognize the benefit of the involvement of all employees in improving the workplace, its conditions, the quality of life of employees and the service to customers. In doing so, we have decided to engage in a participatory process by which employees can be actively involved with issues that they deem important."

Objective

To develop a safe, self-directed environment designed to improve customer and employee satisfaction through the cooperative efforts of all.

Guiding Principles

- ALL PARTIES are committed to fostering a participatory process designed to reach our objective.
- ALL PARTIES are committed to the principles of mutual respect and equality of contribution in this process.
- ALL PARTIES recognize their responsibility to support and follow up on the commitments made in the process.

Assurances

The guiding principles for the participation of employees will:

- assure the maintenance of company and union values and structure;
- not negatively impact job security;
- recognize freedom of speech without fear of retaliation;
- assure consistent rules for all participants;
- respect the collective agreement and company policies;
- provide for consensus decision making;
- ensure that all ideas submitted are seriously considered and employees whose ideas are not implemented are told why.

The company commits to provide education and training for its people to ensure the support and successful implementation of the participatory process.

Statement of Work

Phase I

The consultants reviewed existing practices and attitudes, and undertook a needs assessment through:

a) a visit to Wisconsin Central's Stevens Point facility to review existing practices;

b) interviews with Wisconsin Central senior management to determine if there was sufficient management interest in developing employee involvement;

c) separate interviews with Algoma Central Railway local management and unions to assess the existing relationships and determine areas of mutual interest.

After the interviews and meetings, a joint labour-management committee was established, composed of volunteers from each of the six unions and management.

The joint committee determined that they needed to better understand communications, business, and project development basics in order to prepare a company-wide pilot program in which they would help other employees and local managers learn how to analyze and pursue potential new productivity and market opportunities. The committee developed mutually acceptable guidelines and terms of reference for Phase I of the project based on company objectives and the terms of their collective agreement. They also prepared and distributed a one-page notice, which they sent to all employees at their homes and posted throughout the workplace – announcing the Joint Participation Program and identifying the committee members to all employees and managers.

Communications skills and business basics training specifically geared to the railway sector was designed and delivered to the Joint Steering Committee members by the consultants, incorporating expertise from within and outside the company. The objective was to pilot, test and adapt the training before introducing the company-wide participation program in Phase II.

As part of their preliminary training, the Joint Committee members organized themselves into four joint labour-management subcommittees according to the operational areas in which they worked in order to identify and develop business proposals addressing a problem, issue or new opportunity in their area. The areas and their proposals were:

TRANSPORTATION – A proposal for *cost savings* – through better utilization of drinking water, including replacing an American supplier with a Canadian supplier, and better controls over water allocation.

MECHANICAL – A proposal for *new revenue* – by selling advertising space in the passenger cars.

TOUR TRAIN – A proposal for *improving customer satisfaction* – by building an upgraded catering facility at the tour train's Canyon Park destination.

TRACK MAINTENANCE – A proposal for *improving productivity* – by leasing more modern equipment that allows more track maintenance to be accomplished in the short season available.

Graduation Day

The consultants invited senior management and national union officials to attend a meeting at which each of the subcommittees presented their proposals. Positive reactions were received from each of the invited senior management and union officials, and the proposals were approved to proceed, with the exception of a request for the Track Maintenance team to further investigate financing options before proceeding.

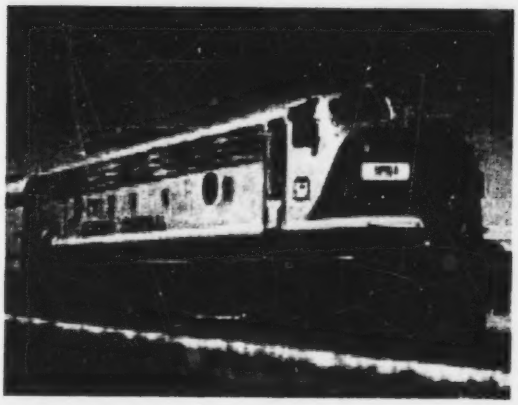
The Joint Committee and consultants prepared and distributed a second announcement to all employees communicating these results. A follow-up meeting with the consultants and the union representatives on the Joint Committee was held to evaluate employee reaction and plan for the next phase. The consultants also met with the senior management group to review the Phase I results, and solicit input for piloting a company-wide Joint Participation Program in Phase II.

Phase II

The Joint Participation Committee, was comprised of all the local senior managers and union representatives. Having had the opportunity to attend eight days of training, they were to carry on the

participation process and assist with the analysis and implementation of new ideas proposed by employees at Algoma Central Railway.

Suggestions proposed by members of the workforce were to be routed to the Joint Participation Committee, who would make a preliminary determination if an idea was suitable to proceed to a feasibility assessment and proposal. If accepted to proceed, one or more members of the Committee would work with the employee(s) to clarify their ideas.



The employees would also be permitted to take two days of training on paid time to learn the business basics necessary to determine if their ideas are feasible and an additional two paid days to develop a formal proposal.

New Project Proposals

During August and September 1999, the Joint Participation Committee continued to meet and worked on plans for introducing a company-wide Joint Participation Program, while trainers continued to work on a shorter version of the Phase I training material. Representatives of the company's six unions met to discuss the participation program and other aspects of the railway's circumstances. Several Participation Teams met to work on their projects.

On October 19, 1999, the Joint Participation Committee met with Wisconsin Central senior management to finalize the future of the Joint Labour-Management Participation project and determine how to proceed. The meeting concluded with a consensus that the Participation Program should continue and that the Committee would meet weekly. A pared down version of the training program and recommendations for implementing the next phase of the project were to be prepared.

Addressing Union Issues

In February 2000, Wisconsin Central's CEO visited for the usual quarterly management meeting to review the current business results and the future prospects. The local union representatives were also invited in order to discuss the continuation of the Participatory Process.

According to the local union negotiators, they expected the participation program to focus only on their workplace issues, as they felt their role should be to participate only in contractual issues. Management was clearly interested in cost savings, productivity improvements and seeing employees demonstrate more individual initiative. Reviewing the company's recent downturn and business prospects helped the unions accept the program.

In exchange for their agreement to continue addressing cost savings and revenue-generating ideas with the participation program, a new labour-management committee was formed that would meet quarterly for roundtable discussions of the unions' workplace issues other than grievances.

The local union representatives decided that in return, they would agree to the establishment of a forum for labour and management to discuss ways to revitalize some business and reduce operating expenses.

There is an existing Safety Committee at Algoma Central Railway that holds regular scheduled meetings attended by the people on the Joint Participation Committee. It was decided that these meetings would have the Joint Participation Committee agenda added to the existing meeting, to most conveniently accommodate work schedules and move the participation process ahead.

New Participation Process

A problem with employee correspondence was discovered as the committee learned that many Algoma Central employees did not see (or did not read) the posters around the workplace encouraging their participation, or the notices mailed to their homes.

It was felt that it would require personal contact to inform employees of the initiative and motivate them to participate.

The Joint Participation Committee refined the participation process for submission and evaluation of employee ideas on productivity enhancement and/or new work opportu- nities using a combination of ideas from the training program and ideas from Algoma Steel, which they adapted to accommodate the characteristics of railroad work schedules, to operate as follows:

> *"We recognize the benefit of the involvement of all employees in improving the workplace, its conditions, our quality of life and the service to our customers."*

1. Any employee wishing to submit a proposal must first find five people in the company who support the idea.
2. The employee can then present the suggestion to the Participatory Group committee, the members of which are to be called P-Class Representatives.
3. The P-Class Representatives assist employees developing project proposals, including a simple cost-benefit analysis of the project.
4. Once a proposal is completed it is presented to the Committee for review by the Participatory Group Committee.
5. It will either be passed on for approval or refused. Company managers have been given approval to implement the proposals as follows:
   - projects to $500 can be approved by the stationmaster.
   - projects to $1,000 can be approved by the division manager.
   - projects over $1,000 will be reviewed by the vice-president of human resources of Wisconsin Central Ltd.
6. Each employee who submits a completed proposal will receive a day's pay for their time and effort. If the idea proceeds to implementation, the employee will receive an additional day's pay.
7. All proposals are returned to the originator with a written description of the reasons for acceptance or rejection.
8. The Committee has an accumulating budget of $50 per month plus office expenses.

By April 2000, the Joint Participation Committee members felt they were ready to begin coordinating a Phase II employee participation process and delivering training to additional participants as needed.

Successful Outcomes

Joint Participation Projects

Two of the original projects developed and approved during the participation training pilot program have been fully implemented. One is a handsome new food service shelter built in Agawa Canyon, at the end of the Tour Train's run which is intended to improve customers' on-site eating experience.

Another project involved finding and leasing a specialized piece of equipment for the track maintenance crew to increase their output and reduce the time traditionally needed for the job. Manager Scott Woodward wrote on August 22, "We did get our auto anchor machines and they assisted us in improving production substantially. One of the machines works on both tie and rail gangs. The production gangs are doing quite well."

Another of the projects approved in the initial training program – the sale of advertising space on the walls of the Agawa Tour Train – lost momentum during the summer months. A Joint Participation Committee member is working on revitalizing the project. Instead of attempting to subcontract the advertising sales to a marketing agency, they plan to personally contact advertisers in the community to sell advertising space in the Tour Train. The original project team is also working out invoicing procedures and recommendations for allocating revenue earned from the project. The potential benefit from this new revenue source is $15,000 per year, with a minimal one-time investment of $1,260.00.

A Union-Initiated Proposal

The first proposal completed after the initial Phase I pilot program was prepared by members of the United Transportation Union and the International Brotherhood of Locomotive Engineers. The proposal was an alternative to the company's planned staffing changes at Hawk Junction, which would have merged jobs from two union jurisdictions into one. The proposal was initiated by the two unions in hope of finding a solution that would help them avoid filing a grievance. The proposal was initially presented in January of 1999, expanded, revised and implemented in September 1999.

Assessment and Recommendations

The groundwork has been put in place for expanding employee participation at Algoma Central Railway. In areas where there is a potential win-win solution, local union leaders have experienced the power of preparing a business case to reinforce their suggestions. Wisconsin Central senior management have also seen first-hand that employees are capable of making sound business assessments.

There have been several rounds of layoffs and there could be more, as Wisconsin Central management works to reduce costs to compensate for losing 30 per cent of Algoma Central Railway's revenue. Everyone at Algoma Central is aware, and legitimately concerned that if the financial picture doesn't improve, the parent company may eliminate more jobs.

These conditions make the timing inappropriate for aggressively pursuing a company-wide participation pilot program. If employees are dwelling on the unpleasant possibility of unemployment, there is very little likelihood they will be enthusiastic about improving company operations. Paradoxically, employee participation is one of the few ways they could hope to counteract the possibility of layoffs—by actively helping improve the business.

In its present circumstances, the company cannot afford to ignore potential contributions from those who are enthusiastic, but certainly should not try to push employees to participate. Employees must be self-motivated to become involved in a participative process.

In another region, the threat of job losses might be sufficient motivation to generate action, but in the region's constrained economy, which traditionally experiences major employment shifts, workers are more likely to see layoffs as inevitable, and accept their fate passively rather than undertake the difficult, challenging and time-consuming work of becoming informed and involved.

Until Algoma Central Railway achieves a degree of financial stability, it would be sufficient to make it known that any employee interested in contributing a suggestion will receive all possible support (as per the Joint Committee's recommended procedures). Naturally, all contributions should be publicly acknowledged. Even unusable suggestions demonstrate interest and should be treated respectfully and used as an educational opportunity to encourage future contributions.

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ARBITRATOR BY LOTTERY – ALBERTA'S MINISTERIAL APPOINTMENT SYSTEM

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and
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PanCanadian Petroleum Limited

Joint consensual arbitrator selection by unions and employers is one of the hallmarks of the Canadian grievance arbitration system. When a grievance is submitted to arbitration, it is expected that union and management representatives will discuss and eventually agree to the appointment of an arbitrator mutually acceptable to both sides. Most commonly the selection of an arbitrator is approached on a case by case basis, although some collective agreements, such as the one between Canada Post Corporation and the Canadian Union of Postal Workers, may contain a pre-agreed roster of arbitrators from which arbitrators are assigned to individual cases.

While consensual selection of the arbitrator is the norm, from time to time the parties may be unable to agree to an arbitrator

While consensual selection of the arbitrator is the norm, from time to time the parties may be unable to agree to an arbitrator who is mutually acceptable for the case at hand, necessitating outside assistance. Most often such assistance will be provided by the appropriate provincial or federal labour department, which will then appoint an arbitrator who the parties must accept. The appointing agency is usually designated within the applicable labour statute and such appointments often constitute an official appointment by the Minister of Labour 3 – hence they are frequently referred to within arbitration as "ministerial appointments". For example, the Saskatchewan Trade Union Act states that "if the parties cannot agree on an arbitrator ..., either party may ask the Minister to appoint an arbitrator" (section 26 (4.1)). Other appointing agencies are labour relations boards, conciliation and mediation services, and special administrative agencies specifically created for the task (as in British Columbia). The appointing agency then consults its list of arbitrators and decides which arbitrator to appoint. The development and composition of the arbitrator list, as well as the appointment of the arbitrator, is left to the discretion of the appointing agency. It will almost always contain the names of the most active and experienced arbitrators within the jurisdiction, but also may include political appointees and aspiring arbitrators. The arbitrator list may or may not reflect formal input of the union and employer communities.

The province of Alberta's system for ministerial appointments conformed to the principles set out in the previous paragraph until 1994. In that year, an innovative new system was introduced that is unique to Alberta. It provides for a great deal of labour-management input into the composition of the list from which arbitrators are appointed and uses a "lottery" for selection of arbitrators from the list to particular cases. The purpose of this paper is: first, to describe the way the Alberta system works; and second, to discuss the advantages and disadvantages of the Alberta approach. Data for this paper are based on interviews with arbitrators and union and management representatives and information provided from Alberta Mediation Services, the appointing agency.

Previous Arbitration Appointment System

Under the system in place until 1994, there were 90 names on the arbitrator appointment list. The appointment process was under the auspices of Mediation Services in Alberta's Ministry of Labour. There were no established criteria for either being on the list or how

— The authors would like to thank Alberta Mediation Services for their cooperation in providing data for this paper. The authors assume sole responsibility for any errors or omissions.

an appointment from the list was to be made. Factors that were considered included geographic proximity, experience of the arbitrator, number of recent ministerial appointments, and any expressed preferences of the parties, the latter usually taking the form of individuals not wanted.

The list included the most active arbitrators in the province, but also included a number of individuals who were rarely consensually appointed. Many of the individuals on the list had little experience as an arbitrator. In fact, ministerial appointments were explicitly used as a vehicle for breaking in new arbitrators, although the officials responsible for appointments exercised discretion in an effort to ensure that inexperienced arbitrators were not appointed to cases of special significance to the parties. However, the potential seriousness of an arbitration case could not always be predicted in advance. There was no requirement of a training program before an aspiring arbitrator could be placed on the list.

The parties were reluctant to use the previous system, as they had little confidence in many of the individuals on the list. Requesting a ministerial appointment was perceived as a real gamble. Mediation Services officials estimated that they made roughly 90 ministerial appointments per year under the old system, a relatively small percentage of the total number of arbitration appointments in the province. There are no statistics kept on the total number of arbitration appointments per year. In the first half of the 1990s, an average of 165 arbitration awards a year were issued in Alberta. Arbitrators and counsel estimate that three-quarters of scheduled arbitrations cancel. This suggests that there were approximately 660 arbitration appointments per year (i.e., the 165 awards represent one-quarter of the scheduled arbitrations; each scheduled arbitration means one arbitration appointment). Thus, ministerial appointments accounted for appproximately 15 per cent of all arbitration appointments, under the previous system.

Development of the Current Appointment System

In response to concerns expressed by the labour-management community, Alberta Labour, (now known as Alberta Human Resources and Employment), created the Grievance Arbitration Roster Committee in 1993 with a mandate to examine and recommend changes to the existing system of ministerial appointments. The Committee consisted of representatives of major unions and employers, labour lawyers who acted on behalf of unions and employers, and three arbitrators. The Committee was chaired by an assistant deputy minister of labour. In looking at the system, labour and management argued that ministerial appointments be restricted to experienced arbitrators and that the appointment process be free from any perception of manipulation. Ministerial appointments were seen as a last resort for parties unable to agree to an arbitrator, not as a training ground for new arbitrators. The Committee concluded that past demonstrated acceptability as an arbitrator should be the key criterion for eligibility for future ministerial appointments.

Based on these considerations, the Committee undertook to develop a new list of arbitrators from which ministerial appointments would henceforth be made. The Committee designed a questionnaire that was sent to all individuals on the existing arbitrator list, inviting them to apply to be on the new list. The questionnaire asked applicants to provide information for the past five years on total number of arbitration awards issued, total number of consensual appointments, the number of different unions and employers who had appointed them, and any labour or management advocacy work. A total of 53 applications was received. A selection sub-committee was struck consisting of two representatives each from labour, management, and Alberta Labour. Meeting in camera the sub-committee accepted 21 of the applications. The successful applicants became the new list of arbitrators from which ministerial appointments were made. The previous list was scrapped. Of the arbitrators on the new ministerial list, all but one were lawyers. There were two women and no visible minorities on the list and all the arbitrators were based either in Calgary or Edmonton.

Of the many issues discussed within the Committee, the question of advocacy proved the most contentious. Several generally admissible arbitrators acted as union or management counsel in labour relations matters (and in at

Requesting a ministerial appointment was perceived as a real gamble.

least one instance for both unions and employers). Notwithstanding that these individuals continued to receive consensual arbitration appointments, it was decided that advocacy work precluded ministerial appointment. It was reasoned that while the parties may knowingly agree to consensually appoint an arbitrator who performs advocacy work, it would be inappropriate for parties to be required to accept an arbitrator, through a ministerial appointment, who also served as a partisan advocate in labour-management matters. Such individuals were excluded from the new list. This exclusion did not extend however to individuals who acted on behalf of employees or employers in the non-union sector (i.e., in unjust dismissal cases). Several arbitrators were included on the ministerial appointment list who were active in the non-union employment sector in an advocacy role. Nor was it decided to exclude individuals who, while they themselves did no advocacy work, were members of firms which acted on behalf of unions and employers in labour relations matters. The Committee concluded, after much discussion, that such individuals could be included on the new ministerial appointment list. It should be noted that the National Academy of Arbitrators, the pre-eminent professional association of labour-management arbitrators in the United States (and to which approximately 40 Canadian arbitrators belong), exclude from membership individuals who belong to firms in which labour relations advocacy work is conducted on behalf of either unions or employers. Also ineligible for membership are arbitrators who act on behalf of clients in non-union employment matters.

Selection of an Arbitrator from the List

The most innovative aspect of the new procedure was the actual method of selecting an arbitrator for a ministerial appointment. Under the old system, Alberta Labour officials exercised the discretion of who to appoint from the list to any particular case. The parties were sent one name. Under the new system, each selection is by lottery, based on a compute random number program. For any appointment, all names (there are currently 19) on the list are equally eligible, regardless of recent ministerial appointment history.

The most innovative aspect of the new procedure was the actual method of selecting an arbitrator for a ministerial appointment.

Either party may apply for the ministerial appointment of an arbitrator. Upon receipt of an application for a ministerial appointment, the computer program randomly generates the names of five arbitrators from the list. These five names are sent to the union and employer, each of whom has the right to strike one name within a 72-hour period. After 72 hours, the computer program selects one of the arbitrators from the remaining names. That arbitrator is officially appointed to the case and must be accepted by the parties.

Interviews with labour and management representatives revealed that the right to veto one name from the five generated is almost always used. It is a way to ensure that an arbitrator who may be particularly objectionable, perhaps due to a recent adverse arbitration decision on a similar issue or a personality conflict, is not ultimately appointed to the case. On a more general basis, one labour lawyer indicated that his firm ranks the arbitrators from least to most acceptable and that the least acceptable arbitrator on the list is always vetoed. This task is performed by one of the firm's secretaries. Another labour lawyer told us that his firm always uses its veto in the expectation that the other side will also veto a name. By exercising his veto, he explained, the odds were increased that his preferred arbitrator would be selected from among the names originally generated.

Maintaining the Ministerial Appointment List

Since the new system was put into place on September 1, 1994, the list of arbitrators has been reduced from 21 to 19 names. Five arbitrators have been taken off the list and three added. Of the five removed from the list, four left because of an appointment as a judge and the fifth died. Of the three added to the list, one moved to Alberta from another province, one ceased doing advocacy work (thus removing a bar to eligibility), and a third, with many years experience, re-entered the arbitration arena after an absence of several years.

No one has been removed from the list unvoluntarily. The Committee established a review process that would be triggered in the event of either of the following:

1) an arbitrator has been vetoed by the parties more than 60 per cent of the time; or

2) a written complaint is received regarding the arbitrator's performance or compliance with the criteria.

In the event a review is triggered, an investigation will be conducted by Alberta Labour. In the case of excessive vetoes, the pattern of the vetoes will be examined to see if they are coming from one employer, union or law firm in particular or whether both unions and employers are objecting to the same individual. If a decision is made to remove an arbitrator from the list, the arbitrator may appeal the decision to the Alberta Labour Deputy Minister.

Use of the Ministerial Appointment System

The number of applications for ministerial appointments jumped dramatically when the new system was first introduced, increasing from approximately 90 appointments per year to over 300. Usage has dropped since then, but still remains at 200 appointments per year. By far, the vast majority of applications are initiated by unions, which have carriage of grievances. Table 1 sets out usage of the new system from 1994 to mid-2000 (data are based on fiscal years running from April 1 to March 30).

Table 1

Ministerial Appointments in Alberta, 1994-2000

Fiscal Year	Appointments
1994-1995	316
1995-1996	324
1996-1997	297
1997-1998	221
1998-1999	198
1999-2000	204

Not only did the number of ministerial appointments increase, but ministerial appointments began to account for a significant proportion of all arbitration appointments in the province following the introduction of the new system. Since the early 1990s, the number of actual arbitrations in Alberta has declined steadily – from 157 cases in 1994 to only 120 awards in 1999. Extrapolating in the same manner as for the previous appointment system, in the first three years of the new system, ministerial appointments may have accounted for as much as 45 per cent of all arbitration appointments in the province; by 1999 this had fallen to 40 per cent, but still a huge increase compared to the previous system. Indeed, ministerial appointments are now becoming nearly as frequent a source of new arbitration appointments as consensual appointments.

Perceptions of Unions and Employers

Both unions and employers agreed that the system is a significant improvement over the previous one. They viewed the selection process as well administered and efficient. They liked the feature of the veto, believing that it provided some control over the appointment process. Those interviewed believed that the number of arbitrators on the list was reasonable for a small jurisdiction like Alberta and were satisfied that the list included the most experienced and acceptable arbitrators in the province. It was suggested that substantially increasing the size of the list would reduce the confidence that an experienced arbitrator would be appointed, which was a major concern under the previous system. Our interviews showed, however, that even with this relatively small pool of arbitrators, at times the parties would find the initial five names generated so unacceptable that they would renew efforts to achieve a consensual appointment.

Union and employer representatives were unanimous that the elimination of outside interference in the appointment process was one of the strongest features of the new system. Using a lottery for each appointment insulated Alberta Labour from lobbying by the parties, politicians, or from other government departments. There was a strong sense that the system was fair and the method of selection transparent.

the right to veto one name from the five generated is almost always used.

There was no better indication of the parties' confidence in the new ministerial appointment process than its voluntary use under statutes, like the *Universities Act*, which were outside the mandate of Alberta Labour and not legally subject to the ministerial appointment regime. Alberta Labour officials advised us that they periodically receive joint union-employer requests for an arbitrator under other statutes, the parties having agreed in advance to accept whichever arbitrator the random selection procedure chose. Even some appointments under the *Canada Labour Code* were handled in this manner. From a strict legal perspective, Alberta Labour could not appoint the arbitrator, only make a recommendation based on its usual selection procedures. It would then be left to the union and employer to formally appoint the arbitrator to handle their case.

The very success of the new system gave rise to two concerns. First, union and management representatives were unhappy about overuse of ministerial appointments at the expense of consensual ones. The efficiency of the system, its insulation from outside interference, the ability to veto at least one arbitrator, and its exclusion of inexperienced arbitrators meant that the parties often did not work very hard to reach a consensual arbitration appointment. Indeed, several unions do not even attempt to reach a consensual appointment, which can be time consuming, but apply immediately for a ministerial appointed arbitrator. The ministerial appointment process is used like a roster of arbitrators written into a collective agreement. Management officials in particular believed that the reliance on ministerial appointments reduced communication between the parties and delayed settlement of grievances. There is a sense of unease on the part of both unions and employers that the decrease in the number of consensual appointments will prove harmful to labour relations in the long run. The decrease in the number of ministerial appointments since 1997 may be a response to this unease.

Second, the ministerial appointment process has reduced opportunities to develop new arbitrators. In the past, one of the ways aspiring arbitrators gained exposure was through ministerial appointments. Under the system now in place, ministerial appointments no longer serve as a mechanism for trying out potential new arbitrators. The list is restricted, at the request of the parties, to arbitrators who have already gained acceptability. Furthermore, unions and employers rely on the ministerial appointment list for consensual appointments. Individuals not on the list are almost invisible, making it unlikely relatively unknown arbitrators will receive consideration for consensual appointments. This makes it difficult, if not impossible, to get on the list.

Since the new system went into effect in 1994, the core of arbitrators has remained unchanged for a decade. The parties have talked about the need for new arbitrators, particularly women, but have taken few active steps in that direction. Discussions about a training program for new arbitrators, combined with some mechanism for ensuring initial appointments, have been slow to translate into action.

Two other issues were raised by unions regarding the ministerial appointment system, neither of them unique to the system or to Alberta. Unions wanted to see some fee limitations built in to ministerial appointments and to require more expedited scheduling of hearings. Arbitration costs and delays are a widespread concern in arbitration generally and some provinces, for example under Ontario's expedited arbitration process, have taken steps to deal with these issues.[1] However, there has been little movement to change the Alberta ministerial appointment system, or the wider arbitration law, in a way that would control costs or expedite scheduling. Arbitrators have argued that delay could be significantly reduced if last minute cancellations could be controlled. They also point out that arbitrator fees are a small portion of overall cost of an arbitration.

> *the elimination of outside interference in the appointment process was one of the strongest features of the new system.*

[1] Claude Foisy (1998) "Is Arbitration Too Slow and Legalistic" in Margaret Hughes and Allen Ponak, *Proceedings of the 16th Annual University of Calgary Labour Arbitration Conference* Calgary, Industrial Relations Research Group.

Conclusion

Judged on its popularity, the Alberta approach to ministerial arbitration appointment has been a success. The exclusion of inexperienced arbitrators from ministerial appointments, the selection of arbitrators by lottery, and the right of each side to veto one of five proposed arbitrators have left unions and employers with confidence that a ministerial appointed arbitrator will be a competent and unbiased arbitrator. Ironically, this confidence and lack of risk has led to such high use of ministerial appointments that they threaten to outstrip consensual ones. The restriction of the ministerial appointment list to experienced arbitrators has also made it difficult for new arbitrators to become established. Nevertheless, it is worth stressing that the system was designed by the parties themselves under the auspices of Alberta Labour, is well regarded, and meets their needs. Should further changes become necessary, unions and employers have the means, as well as the experience, to make these changes.

RECENT RESEARCH AND DEVELOPMENTS IN COMPARATIVE INDUSTRIAL RELATIONS

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In recent years developments such as the evolution of the European Union and the North American Free Trade Agreement have generated supranational institutions whose decisions and debates have attracted increasing attention within the employment relations community. The activities of long-established international agencies such as the United Nations and the International Labour Organization have become more relevant because of the push for freer trade and the resultant demand by social groups for more effective multinational employment regulation. Keeping up with the rapidly expanding literature is a challenge for the busy professional. With a view to lightening that burden, in this article I will briefly review several recent notable books and place them in context.

One of the most interesting developments of the past decade has been the emergence of a global debate regarding the appropriate connection between trade and labour. Economists generally have argued that the two issues should be kept separate, but social activists have exerted increasing pressure for an international regime in which access to trade is contingent upon observance of core labour standards. Reacting to that pressure, members of the International Labour Organization voted in 1998 to adopt a Declaration of Fundamental Principles and Rights at Work. The Declaration obligated all member states to adopt policies protecting their citizens from forced labour, child labour and discrimination in employment. It also required them to promote freedom of association and provide for the "effective recognition of the right to bargain collectively."

So that the Declaration would not be dismissed as window dressing, the delegates established a follow-up procedure that required member states to file reports with the International Labour Organization regarding the status of each right in their jurisdiction, as well as their plans for further advancing those rights. The procedure also required the International Labour Organization staff to review the current global status of the rights and issue an annual report on one category of them. The report for 2000, entitled *Your Voice at Work*, focuses on freedom of association and the effective right to collective bargaining. It contains useful charts demonstrating that collective bargaining coverage, implicitly the measure of compliance with the obligation to promote bargaining, is high in Europe (except for the United Kingdom) but generally low in the rest of the world. Moreover, due to forces unleashed as a result of globalization, both union membership density and collective bargaining coverage are receding. This widening "representation gap," the report notes, runs contrary to a global "wave of democratic political reform."

Although asserting that "it is important to close the representation gap that has developed in order to secure a voice for men and women in the changing world of work," the report fails to recommend the obvious. It does not insist that International Labour Organization member states have a responsibility to adopt policies that will effectively close the gap in their jurisdictions. Nor does it propose that corporations have a concomitant responsibility to assure their employees of their willingness voluntarily to recognize and deal with whatever organization the employees should choose to form or join. Instead the report dispassionately notes that "despite the spread of democracy throughout the world, there is a considerable degree of unease with and even outright hostility towards trade unions." Indeed, instead of conforming to the global consensus by putting in place proactive policies of compliance, some employers continue to view unionization "as a sign of poor management" and human resource management as "a way to avoid independent collective representation by the employees."

The tripartite International Labour Organization is, of course, a very political organization that must somehow try to pursue its mission while not entirely alienating its most powerful constituents. Among the

latter are the United States and Britain, two nations with large and growing representation gaps. The United States is also a nation in which, despite its international support for core labour rights, union and collective bargaining avoidance is so entrenched that texts and other books on employment relations sometimes include, without embarrassment, spirited defences of the practice. One example of this phenomenon is contained in the volume *Nonunion Employee Representation*, edited by Bruce Kaufman and Daphne Taras (London, M.E. Sharpe, 2000).

By non-union employee representation, Kaufman and Taras mean schemes that "usually" are "created, structured, and operated by the employer. They are not independent labour organizations, but, instead, are one part of a firm's larger system of personnel/human resource management practices." In addition to essays on the history of the phenomenon in the United States and Canada, this volume includes a number of case examples. The editors also invited commentary on the phenomenon by trade unionists, employer spokespersons and policy makers. Comparative essays discuss practices in Germany, Japan, the United Kingdom and Australia.

In their concluding chapter Kaufman and Taras note that, in North America, one motive of firms that adopt non-union employee representation is nearly always the expectation that the plan will "help maintain their union-free status." Morally, the authors see no problem with that employer policy. Instead, in direct contradiction to the international consensus affirming independent employee representation as a fundamental human right, they applaud it as part of a "high road, union-substitution strategy" under which employees have "opportunities for voice and involvement" that are "unobtainable at many other companies."

The success of American employers and academics in demonizing trade unions and collective bargaining as it is practiced in the United States is illustrated by the survey data in *What Workers Want*, by Richard B. Freeman and Joel Rogers (Ithaca, N.Y., Cornell University Press, 1999). In a representative sample of American workers they found that although 88 per cent of the respondents wanted a collective voice at work, only 25 per cent of the respondents "would choose union or unionlike organizations." About 45 per cent wanted "a strongly independent workplace organization" and another 43 per cent, not wanting to offend employer sensibilities, would be satisfied with "an organization with more limited independence from management." Freeman and Rogers conclude that "a huge opportunity exists for America to increase the representation and participation of workers at their jobs and thereby improve the quality of work." Not only workers but also politicians, trade unionists and employers would benefit by reforms aimed at giving workers what they want. The authors argue that "Political leaders will find potential votes for such reforms; unions will find scores of potential members; business will find a better and more loyal workforce."

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It is an extraordinary aspect of human nature that good advice, firmly grounded, often goes unheeded. This appears to be one such case. Despite the soundness of Freeman and Rogers' proposals and despite the force of the International Labour Organization's Declaration of Fundamental Principles, the expansion of an independent voice for American workers is an issue that is all but absent from the political agenda.

The broad phenomenon of globalization and its impact on employment is the subject of *Globalization and Labour Relations*, edited by Peter Leisink (Cheltenham, U.K., Edward Elgar, 1999). This excellent volume contains chapters on the concept of globalization by Paul Hirst and Grahame Thompson and by Paul Du Gay, on the political economy of the firm by Jacques Vilrokx, on the trade union response by Richard Hyman, and on the labour market impact by Jill Rubery. There are also chapters focusing on distribution by Leni Beukema and Harry Coenen, on the media by Peter Leisink and on the potash industry by Stephen Heycock. Rob Lambert contributes a chapter on Australia's recent experience.

The labour/trade nexus debate has heightened the visibility and relevance of the World Trade Organization to the employment

relations community. A useful book on the structure and operation of the organization as well as its political, social and environmental impact is *Whose Trade Organization*? (Washington, D.C., 1999). The volume is edited by Lori Wallach and Michele Sforza for Public Citizen, the non-government organization established by Ralph Nader to act as an independent watchdog on the establishment. Chapter 7, which is dedicated to "Human and Labor Rights Under the World Trade Organization," documents relevant developments and presents cases that illustrate why, in the judgement of the highly critcal authors, the organization agrement needs a social clause. One case, for example, documents how the state of Massachusetts was ordered by a court to change a law it had passed terminating contracts with companies doing business with Burma (Myanmar) because of forced labour practices in that country. The Massachusetts law was found to have violated organization rules regarding government procurement.

Another recent volume addressing the trade and labour nexus is *Multinational Enterprises and the Social Challenges of the XXIst Century*, edited by Roger Blanpain (Kluwer, The Hague, 2000). This publication is actually number 37 of the Bulletin of Comparative Labour Relations. In recent years editions of the Bulletin have commonly focused on single issues, thereby taking on the appearance of a paperback book.

Here 22 essays address the emergence of codes of conduct, the International Labour Organization Declaration, the European Union's attempt to regulate companies operating in developing countries, and developments in the Organization for Economic Cooperation and Development. In addition to the general essays, nearly all written by lawyers from a legal perspec- tive, there are chapters on particular issues found in codes: child labour, discrimination, training, information and consultation and freedom of association. A useful annex contains examples of codes adopted by several multinational firms including Nike, the Body Shop and Levi Strauss. Another annex contains the International Labour Organization's 1998 Declaration on Fundamental Principles as well as its 1977 Tripartite Declaration of Principles concerning Multinational Enterprises and Social Policy and a copy of the Organization for Economic Cooperation and Development's Guidelines for Multinational Enterprises. Alas, the last document is of no more than historical interest since a new version of the guidelines available online at < www.oecd.org/daf/investment/guidelines/ > was adopted after this book went to print.

Among the useful recent publications on North America is *The Maquiladora Reader*, edited by Rachael Kamel and Anya Hoffman (Philadelphia, American Friends Service Committee, 1999). It contains an overview chapter of work in the maquiladoras and specific chapters on women, health and environmental issues and cross-border initiatives to improve working conditions. The final chapter, on the North American Free Trade Agreement and Beyond, is critical of both North American Free Trade Agreement specifically and of free trade in general. A vision is offered for a more people-oriented form of hemispheric development.

More specifically focused on the employment relations effects of recent global developments is *Converging Divergences: Worldwide Changes in Employment Systems* by Harry Katz and Owen Darbishire (Ithaca, N.Y., Cornell University Press, 1999). The authors assembled data from Australia, Britain, Germany, Italy, Japan, Sweden and the United States in order to test a number of contemporary hypotneses. Some analysts see increasing convergence and others, contrarily, propose that employment relations are becoming more diverse. Utilizing both general data and more specific information on the automobile and telecommunications industries, Katz and Darbishire argue that some of both is occurring.

Decreased unionization and increased income inequality are general trends. On the other hand, the authors find increasing variation in employment conditions within firms around four ideal types: low wage, human resource management, Japanese-oriented and joint team-based. That variation, in turn, is linked to a general trend towards decentralization of corporate decision making. Increasing variation is providing a challenge to unions that, in general, "do not like variation in employment relations." To survive and prosper, Katz and Darbishire believe that unions "will have to radically change their strategies by emphasizing the promotion of workplace change, education, training, and career development of their membership."

The title of Katz and Darbishire's book suggests that ambiguity rather than clarity is a keynote theme of contemporary developments. That suggestion is

supported by one of the conclusions of a recent volume published by the Institut des Sciences du Travail of the Université catholique de Louvain. Edited by a group headed by Armand Spineaux, *Trends in Agreements Relevant to Employment and the Labour Market* (1999) contains the "contradictory" finding that in Europe there was simultaneously a "resurgence in several countries of centralized agreements on employment hand in hand with 'organized decentralization' of bargaining..." Far from being rigid, they argue, "Europe's industrial relations *systems are in a state of flux and constantly changing. This* is a sign that the economic players are adapting their behaviour to the realities and restrictions of the moment."

The Trends volume was published at the same time as The *Institutional Framework and the Processes of Collective Bargaining* (1999) within the European Union. This companion volume provides a short and useful summary of collective bargaining along equivalent dimensions in the 15 member states.

One research question that continues to attract attention is that of the comparative impact on socio-economic performance of corporatism. Also known by other terms such as social partnership and neo-corporatism, corporatism implies considerable intervention in markets compared with greater dependence on freer, less-regulated markets. For the past several decades social partnership has been relied on widely in continental Europe, while the United States and more recently the United Kingdom have depended heavily on freer markets. In *Social Partnership and Economic Performance*, Bernard Casey and Michael Gold (Cheltenham, U.K., Edward Elgar, 2000) report the findings of a study commissioned by the Austrian Federal Ministry of Labour, Health and Social Affairs on this issue. The assignment was to "assess the impact of forms of social partnership and social protection on the macroeconomic performance of nine member states of the European Union: Austria, France, Germany, Ireland, Italy, the Netherlands, Spain, Sweden and the United Kingdom." The authors also collected data on the United States.

After noting the difficulties with this sort of research (each country, after all, has its unique history and institutions), they reached some tentative conclusions. They suggest that a corporatism that is flexible and thereby capable of adjusting to new conditions (Ireland, Sweden and the Netherlands) has performed better recently than have the more rigid forms of social partnership (Germany and Austria). Institutionally, Austria and Germany have not changed very much in recent years, but Ireland, Sweden and the Netherlands "demonstrate certain common characteristics, namely moves towards what is sometimes called 'supply-side corporatism' as well as ordered deregulation and decentralization." The recent experience with specific "social pacts" is ambiguous, Casey and Gold believe: "Ireland's upturn followed the introduction of national understandings, but similar approaches in Italy and Spain have not yet borne comparable results."

To assess economic performance, Casey and Gold construct a composite indicator composed of growth, unemployment, inflation and trade balance. On this scale both the United Kingdom and the United States have "generally performed well with market-oriented economies, although income inequality has worsened." On the other hand, the authors report that "both Austria and Germany have experienced a decline in performance since the 1980s."

A quick read of this book might lead one to form a negative view about the general performance of social partnership in recent years. But a careful look at Casey and Gold's data suggests that such a conclusion would be unwarranted. Of the countries in their sample, Austria, Sweden, the Netherlands, Germany and, in recent years, Ireland, score high on nearly all corporatist scales. The United Kingdom and the United States nearly always score low. The placement of the other countries – Italy, France and Spain – is somewhat problematic, although Italy and France rarely score high (see, for example, the discussion in C. Teulings and J. Hartog, *Corporatism or Competition?*, Cambridge University Press, 1998). Table 1 contains Casey and Gold's data. Although both the United States and the United Kingdom improved during the

a corporatism that is flexible and thereby capable of adjusting to new conditions has performed better recently than have the more rigid forms of social partnership

Table 1

Economic Performance in High and Low Corporatist Countries

High Corporatist		Low Corporatist	
Country	Score	Country	Score
1992-1997			
Austria	-4.8	United States	-6.8
Germany	-8.9	United Kingdom	-10.5
Netherlands	0.1		
Sweden	-5.4		
Ireland	6.0		
1979-1989			
Austria	-5.0	United States	-12.4
Germany	-4.0	United Kingdom	-14.4
Netherlands	-6.8		
Sweden	-8.1		
Ireland	-24.1		

Performance = growth-unemployment-inflation + trade balance. The higher the number, the better the performance.

Source: Casey and Gold (2000), Table 3.4a

Table 2

Income Inequality in High and Low Corporatist Countries

	Late 1970s	Late 1980s	Most Recent
Austria	0.32	0.32	0.36
Germany	0.33	0.32	0.33
Netherlands	0.31	0.31	0.34
Sweden	0.27	0.26	0.31
Ireland	0.40	0.44	0.44
United States	0.38	0.43	0.46
United Kingdom	0.37	0.42	0.50

Source: Casey and Gold (2000), Table 1.3

1990s, they still did not perform as well as the corporatist group. All five social partnership countries outperformed the United Kingdom, and four of the five outperformed the United States.

Casey and Gold also collected data on income inequality as measured by Gini coefficients. This measure varies from 0, which implies perfect equality, to 1, which implies perfect inequality. Data for several countries are provided in Table 2. These data support the observation of Katz and Darbishire about the generality of growing income inequalities. They also indicate, however, that the gap between the rich and the poor is much greater in the market-oriented countries, where it continues to grow.

Books addressing industrial relations in the developing nations are always in scarcer supply than are those focused on the economically advanced nations. One recent volume that does address the situation in the less-developed areas of the globe is *Colonialism, Nationalism and the Institutionalization of Industrial Relations in the Third World,* edited by Sarosh Kuruvilla and Bryan Mundell (Stamford, CT, JAI Press, 1999). In the period after World War II there was a push for freedom by groups in what were then colonies of rich and powerful Western nations. Labour movements were prominently involved in the drive for independence. When that goal was achieved, the new nations had to find new roles for the labour organizations. The itch that this volume was initially intended to scratch was an urge to find out what had happened to these labour organizations since independence. During the 1950s and 1960s there had been a lot of

soul searching about what role the unions ought to play in the development effort. But studies seeking systematically to determine what, in fact, had actually happened were at a premium.

Establishing that theme was one thing, and easy enough to do. Finding capable and reliable researchers to get the job done was another. The result is an idiosyncratic book that wanders from the initial purpose. It contains chapters on South Africa (by Eddie Webster), India (by Valerian DeSousa), Malaysia (by Wesley Hiers and Ponniah Arudsothy), Mexico (by Alfredo Hualde Alfaro), Hong Kong (by Stephen Chiu and David Levin) and on the Commonwealth Caribbean (by Roy Adams, Noel Cowell and Gangaram Singh). This is not the best representative sample of nations from which to draw lessons about the impact of colonial institutions on contemporary employment relations. For example, Mexico achieved independence from Spain early in the 19th century, long before the labour movement made its appearance on the scene. South Africa also achieved independence prior to industrialization, and its development pattern is unique because of its struggle with racism. Hong Kong never did become independent but reverted, uniquely, from its status as a British colony to being a very special political division of Communist China. The mainstream pattern for employment relations in the colonial period and thereafter is seen best in India, Malaysia and the Caribbean, but developments in those areas can hardly be taken as representative of all countries in which the scenario occurred. The absence of cases from Africa is especially unfortunate.

Despite its shortcomings, this book does have some strengths. Each of the authors follows a common framework, tracing the development of the labour movement from its inception and then attempting to delineate its current relations with employers and the government. Based primarily on the experience of India, Malaysia and the Caribbean, Kuruvilla and Mundell conclude that "colonial labour policy has had a fundamental impact on the institutionalization of industrial relations." Despite years of independence, "colonial labour policy has had an enduring impact."

Independence may have introduced radically different political governance, but institutions introduced by the colonizers have changed only slowly. For example, although several of the mini-states in the Caribbean continue using legal institutions modelled on those of Britain, some of them have moved towards the more deterministic regulatory system found in the United States and Canada. Alliances between labour unions–and political parties continue, with the parties attempting to limit the influence of the labour organizations. In Malaysia, post-independence governments have maintained and even strengthened the "strong tradition of state control over trade unions for purposes of economic development." The institutional framework inherited by India has also persisted, although it has been under pressure lately from the competitive forces of neo-liberalism.

The analogy in South Africa of the anti-colonial drive was the anti-apartheid movement. Trade unions played a very prominent role in this movement – a much larger role, indeed, than is commonly realized. Since a multi-racial government has only recently achieved power, it remains to be seen how its relationship with the labour movement will develop over time. At present, the movement is among the most politically influential in the world.

It will be interesting to follow developments in Mexico and Hong Kong. The institutions of industrial relations in Mexico were developed by the Institutional Revolutionary Party, which held power continuously for most of the 20th century. Within that system there was a very close "state corporatist" relationship between the party and the mainstream unions, with the party dominant. Recently, however, the Institutional Revolutionary Party's presidential candidate went down to defeat, opening up the possibility of significant change. There has also been a major break with the past in Hong Kong. In 1997, that territory reverted to China, raising questions about the future of colonial institutions developed under British rule. Based on the experience of the other countries in this sample, one would expect changes to industrial relations systems in these economies to come about slowly.

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WORK AND FAMILY PROVISIONS IN CANADIAN COLLECTIVE AGREEMENTS

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Introduction

Work and family balance has become an increasingly important issue in the field of human resource management, eliciting a large body of research and abundant media coverage in Canada, the United States and other industrialized countries. Analyses have tended to focus on the ill effects of work-family stress, and their impact on individuals and employers. (Canadian Council on Social Development, 1999)

Transformations in the world of work and in family structures, rapid technological change, increased demands in the workplace, and the shift in employment relationships toward more precarious, "non-standard" jobs have resulted, for many workers, in additional stress and difficulty in balancing their responsibilities at work and at home. This is evidenced, for example, by the 1999 Conference Board of *Canada's* Survey of Canadian Workers on Work-Life Balance, which found that 46.2 per cent of workers (52 per cent of female workers) surveyed in 1999 felt a moderate to high amount of stress trying to balance their work and personal lives, up from 26.7 per cent 10 years earlier. (McBride-King and Bachman, 1999) In turn, this stress can affect the health, well-being and productivity of employees.

To address problems related to work and family conflicts, a number of family-friendly policies and practices have been developed and implemented in various workplaces. Interestingly, these can serve the interests of both employers and employees. Benefits for employers can include an increased ability to attract and retain skilled employees; improved productivity, efficiency, and product quality; reduced staff turnover; lower levels of absenteeism and tardiness; improved employee health, morale, commitment and loyalty; increased return on training; and an enhanced corporate image, which may give a competitive edge.

Employees with family responsibilities can also benefit directly from workplace arrangements designed to help balance work and family commitments, through reduced stress and anxiety; improved job satisfaction; enhanced family and personal life; increased ability to remain employed; enhanced capacity to be competitive in career advancement; and a greater sense of security.

Objectives of the Study

The study has been undertaken in the context of the federal government's commitment to *"make workplace policies...of federally regulated employers more family friendly"*. (Speech from the Throne, 1999) Its main purpose is to examine to what degree provisions related to the balancing of work and family responsibilities have been considered in the context of collective bargaining. It identifies and analyses family-friendly provisions contained in major Canadian collective agreements. This involves a critical evaluation of the wording, the scope and the practical application of various clauses.

— Article summarized from the report "Work and Family Provisions in Canadian Collective Agreements", written by Charles Philippe Rochon under the supervision of Laurent Quintal, Labour Program, Human Resources Development Canada, December 2000, 172 pages.

The information is meant to help employers, unions, labour practitioners and researchers gain a better understanding of policies and practices conducive to the balancing of work and family responsibilities; identify some of the more innovative practices; assess the feasibility of implementing such arrangements in a variety of contexts; and discern some of the emerging bargaining priorities regarding this issue. The The document should also inform a wider audience of the current issues and implications surrounding family-friendly policies and practices in Canada.

What are Family-Friendly Provisions?

In the context of the study, family-friendly provisions are defined as contract clauses contained in collective agreements which offer employees work arrangements – whether in terms of hours of work, leave or other support mechanisms – that can assist them in balancing the demands of work and family responsibilities.

But how is the concept of family to be understood? According to the Vanier Institute of the Family

Family is defined as any combination of two or more persons who are bound together over time by ties of mutual consent, birth and/or adoption/placement and who, together, assume responsibilities for variant combinations of some of the following:

- physical maintenance and care of group members;
- addition of new members through procreation or adoption;
- socialization of children;
- social control of members;
- production, consumption and distribution of goods and services; and
- affective nurturance – love. (Canadian Family FAQs)

This definition points to the wide diversity of family units, and the broad range of relationships among family members. The "traditional" nuclear family model of the father as sole breadwinner and the mother as homemaker now applies to a minority of households only. In the past decades, there has been a transition in family structures, characterized by various demographic trends: an increase in the proportion of dual-earner couples and single-parent families, fuelled or reflected, as the case may be, by the growing workforce participation rate of women of all ages; a declining birth rate; and population ageing. More workers, particularly women, bear responsibility for providing care to other family members.

Family responsibilities are not restricted to raising children. They include caring for spouses/partners, elderly parents or relatives, and kin with disabilities, to mention but a few. Moreover, many workers, especially those belonging to the "sandwich generation," must combine both child and eldercare responsibilities, providing assistance to various family members with different needs.

Why Analyse Collective Agreements?

There are many reasons for conducting an analysis of contract clauses found in collective agreements. First of all, the collective bargaining process still remains one of the principal means of regulating industrial relations in Canada. This is clear when it is considered that almost one third of Canadian workers are unionized and that their conditions of work are by and large governed by collective agreements. Secondly, it should be remembered that, historically, employers in non-unionized firms have often based their human resource policies on contract clauses appearing in collective agreements. Likewise, federal and provincial legislation respecting employment standards and occupational safety and health have in many instances been inspired by practices stemming from the collective bargaining process. Thirdly, although provisions appearing in collective agreements are generally the result of a compromise, and must therefore be interpreted with caution, it is nevertheless possible to discern some union and employer priorities regarding the working conditions of employees in general, and the issue of work and family balance in particular. Finally, the comparison of collective agreements in various sectors and for different job categories also gives an indication of specific needs in a variety of contexts (i.e., different occupations, industries, etc.). In short, the analysis of collective agreements offers an important source of information.

Methodology

The study is based on contract clauses found in *major Canadian collective agreements*, defined as collective agreements covering more than 200 employees in

sectors under federal jurisdiction or more than 500 employees in sectors under provincial jurisdiction. Relevant provisions were identified and statistics compiled by means of the Workplace Information Directorate's *Collective Agreement Information Retrieval System* database as well as the *NEGOTECH*, an electronic document dissemination system which includes contract summaries as well as full-text collective agreements. A large sample of the roughly 1,100 major agreements available at the Workplace Information Directorate's library was also analyzed. In all, over 400 major collective agreements were identified and studied, many of which are quoted and listed in the full report.

Comments on the Scope of the Study

Some inherent limits with respect to the scope of the study should be kept in mind.

- Only contract clauses contained in major collective agreements have been examined: this excludes informal agreements and practices, employer policies that are not within the purview of collective bargaining, and contracts applying to small bargaining units only. This also means that no interviews or research in additional sources was done at this time in the context of the project.

- Since unionized workers tend to be concentrated in some economic sectors more than others, collective agreements from the public, transportation and manufacturing sectors tend to be over-represented compared with their relative size in terms of employment. To compensate for this, special efforts were made to study agreements in other sectors also.

- Although virtually all clauses in a collective agreement can have an impact on workers' work-life balance, the study has been circumscribed to provisions clearly linked to the balancing of work and family responsibilities, as recognized in the existing literature. This means that contract clauses pertaining to wages, job security, and technological change, although certainly crucial to the economic welfare of families, had to be disregarded. So were some provisions, such as education and sabbatical leave, which may contribute to an employee's work-life balance, but which are not necessarily family related.

- Numerous contract language examples are provided in the full report to illustrate standard as well as more innovative arrangements. However, these examples are not meant to provide an exhaustive list and due to size constraints, not all clauses found in the research could be reprinted in the report. A selection was made to highlight different elements or to provide contrasts in contract language. Of course, further research and analysis might conceivably identify additional provisions of interest.

- The collective agreements that were analyzed were those currently available at the Workplace Information directorate's library. Although efforts were made to consult the most recent agreements, there may be instances where they have been superseded by recently negotiated contracts that had not been received in printed or electronic format when the research was conducted. However, only agreements in force on or after January 1998 were analyzed.

- Although quantitative data has been included – when available – the study is based primarily on qualitative research, with contract language from major collective agreements as the main source of information.

Legislative Context

Provisions in collective agreements often mirror, or are at least influenced by existing legal requirements, as set by labour or employment standards legislation. Although outside the scope of the study, labour relations legislation may also have a significant, albeit indirect, impact on collective agreement clauses, inasmuch as it affects the relative bargaining strength of the parties. This is why the legislative context must be taken into account to properly consider and assess the significance of contract clauses.

A complication in the Canadian context is the fact that Labour is a shared federal-provincial responsibility. The federal government, through the *Canada Labour Code*, regulates a number of sectors, including telecommunications, interprovincial and international transportation (trucking, railways, airlines, longshoring), banking, uranium mining, and Crown corporations, not to mention its own employees. It should be noted that only Part II of the *Canada Labour Code* (Occupational Health and Safety) applied to federal public servants. Less than one in ten Canadian workers are covered by the federal jurisdiction. In turn, the ten provincial and three territorial governments are responsible for labour legislation covering the balance of employees in their respective jurisdictions. This means that 14 distinct

labour codes exist across Canada, each with its own particularities, reflecting regional economic and socio-political realities as well as the ideological leanings of current and former governments.

Where appropriate, a description and comparative analysis of pertinent legislative provisions is provided in the study's subsections. This is meant to give the reader an overview of the context within which collective agreements have been negotiated, rather than a comprehensive and detailed legal analysis. Readers who wish to learn more about Canadian labour law should consult documents prepared by the Labour Program's *Labour Law Analysis* unit, which are available on its Web site (Canadian Labour Law Information).

Organization of Study

The study consists of five chapters, each dealing with a particular category of provisions:

I organization of working time;

II maternity, parental and adoption provisions;

III other leave and vacations;

IV child care;

V employee benefits.

In the full report, each chapter shows examples of contract language found in major Canadian collective agreements and contains detailed analyses. Also included are statistical charts, to illustrate some trends in collective bargaining for the decade spanning the years 1988 to 1998. Where appropriate, a description and comparative analysis of labour standards in the 14 Canadian jurisdictions is presented in order to provide the legislative context within which specific family-friendly provisions have been negotiated. Following is a general outline of the various chapters.

Chapter I

The focus is the organization of working time. The chapter is divided into five sections, each dealing with a particular subset of collective agreement provisions.

- The first section pertains to overtime and addresses two basic issues: the right to refuse overtime work and time-off arrangements in lieu of overtime pay. First, some collective agreements clearly recognize the employee's right to accept or refuse overtime. However, in some cases, emergency situations, operational requirements and management discretion limit or override the employee's right to refuse. Second, many agreements allow for time-off arrangements to compensate for overtime work. In each case, certain restrictions may or may not apply.

- The second section deals with the issue of scheduling and includes a variety of clauses pertaining to minimum rest periods, maximum consecutive days of work, Sunday work, consecutive days off, limits to split shifts, notice of shift change, shift trades, and preferential shifts or working arrangements for older workers and long-service employees. Such provisions protect employees from overwork and provide a certain level of stability, as well as flexibility, allowing for a healthier and more balanced approach to time management.

- Closely related to the issue of scheduling is the third section, which deals with flexible work time provisions, including flextime, compressed work weeks and annualized hours. While these arrangements do not usually affect the total number of hours worked, they give employees more control over the distribution of time spent at work and time spent on other activities, such as caring for children or parents, performing other family-related duties and engaging in leisurely pastimes.

- The fourth section pertains to provisions allowing employees to reduce their working time. This can be accomplished in a variety of ways, most notably through part-time employment, partial leave, gradual retirement and job-sharing arrangements.

- The fifth and final section looks at telework (or flexplace) provisions which provide employees with the possibility of fulfilling their work duties at home. Despite the potential benefits of such an arrangement, very few of the collective agreements studied contain provisions allowing for this relatively new form of work.

Chapter II

Chapter II focuses on maternity, parental and adoption leaves as well as other provisions that are

pregnancy related, including issues such as health and safety provisions for pregnant women. The chapter is broken into three sections examining a) maternity leave, b) parental, paternity and adoption leaves, and c) reproductive health issues in detail.

- The first section looks extensively at maternity leave provisions in collective agreements across Canada. Issues analyzed include legislative standards; anti-discrimination provisions; eligibility and notification requirements; start and end dates; duration of leave, including options to extend; benefits available to employees on leave; job and benefit protection both during and after leave; and leave for interrupted pregnancies.

- The second section discusses parental, paternity and adoption leaves and looks at eligibility and notification requirements, start and end dates, length of leave, seniority retention and accrual, availability of parental benefits such as supplemental unemployment benefits and different types of paternity leave available.

- The third and final section looks at workplace safety for mothers and their newborn babies. This section examines the availability of reassignment and/or withdrawal from work options should it be determined that the workplace poses a risk to the health of the mother or fetus. This section also looks at clauses addressing specific workplace health hazards for pregnant women, such as video display terminals and infectious diseases.

Chapter III

Chapter III takes a look at family-related leave provisions in collective agreements, showing some of the arrangements agreed upon by labour and management to make the workplace more productive and family-friendly. The chapter is broken into four sections dealing with, respectively, family and health care leave, leave for major family and life events, leave for personal reasons, and finally vacations and statutory holidays.

- The first section looks at the language used in the agreements, length of different types of leave and provisions relating to family and health care leave. Topics discussed range from general family care to leave for family violence. The section also examines the different restrictions placed on eligibility for leave and whether the leave is paid or unpaid. Also discussed is the extension of the definition of "family" and "immediate family," particularly in areas such as leave for family appointments and eldercare.

- Section two looks at major family and life events: events that have a significant impact, either positive or negative, on employees' lives, and that may need to be accommodated. Topic areas include court leave, convocation/graduation leave, marriage leave, bereavement leave, religious leave, leave due to spousal relocation and leave for change of residence.

- Personal reasons leave is the subject of section three. The section looks at short-term, long-term and general personal leave and analyses in depth "pre-paid" or "deferred salary" leave plans.

- Section four examines some "family-friendly" aspects of provisions related to vacations and statutory holidays. The section looks at spousal co-ordination of vacation times, splitting of vacations (particularly if they can be taken in one-day increments), extensions to vacation time and rescheduling in case of conflict. Also included under this heading are floating holidays and the "Family Day" statutory holiday found in Alberta legislation. The main focus of the analysis is on the terms and conditions of the leave.

Chapter IV

The fourth chapter deals specifically with provisions regardin child care services. It contains three sections, examining workplace child care facilities, financial subsidies and funding for child care, and joint union-management committees.

- The first section presents and analyses contract clauses concerning child care facilities. Although they tend to be scarce, such provisions, which differ significantly in terms of language, tend to give rise to a variety of arrangements, depending on the agreement.

- Child care assistance programs, in the form of subsidies to employees and child care funds, are described in the second section.

- Section three examines joint union-management committees dealing with child care. A number of clauses demonstrate the role of such committees as working groups established to conduct studies on the child care needs of employees and to propose

solutions. But they may also function as a consultative forum or as organized means to build community partnerships.

Chapter V

The fifth and final chapter of the study looks at employee benefits. This part of the study considers only employee benefits that are extended to dependents or that have a direct impact on family members. The extent of benefit coverage (who is covered, under what circumstances) as well as a number of innovative clauses pertaining to assistance programs and non-medical benefits are analyzed.

- The first section of the chapter takes a look at different circumstances in which an employee and dependents may be eligible for coverage. This section takes a look at the definition of "dependents," extension of benefit coverage to same-sex partners, benefits for surviving spouses and dependents, coverage of divorced or separated spouses and benefits for retired employees. There may also be special cases where an employee and dependents may be eligible for coverage such as single-parent part-time employees or women using a shelter. This section looks at contract language in the agreements and what it means for employees.
- The second section examines other non-medical benefits that are offered to employees and their dependents such as moving and relocation assistance, ultimate removal assistance, legal services, tuition and scholarships, discounts for family members and access to a telephone.
- The third section looks at a number of assistance programs for employees and their dependents. Under this section several services are analyzed, such as counselling services, paramedical services, access to nursing services and medical transportation, as well as substance abuse and employee/family assistance programs.

Key Findings

There currently exists a large variety of provisions in major Canadian collective agreements which are conducive to the balancing of work and family responsibilities.

Such provisions can be beneficial to both employees and employers. However, in each case, there can potentially exist some inherent drawbacks that need to be considered and addressed by all parties concerned before specific policies can be adopted and implemented. Some arrangements may not meet the needs of all employees. Similarly, they may not coincide with the wider agendas of the union or the employer. Moreover, particular sectors or industries can vary in their capacity to accommodate certain family-friendly policies. In other words, not all family-friendly provisions are feasible and practicable in every context.

The provisions examined often reflect a compromise of the union's and the employer's respective interests and objectives, as mediated through the collective bargaining process. More often than not, they represent, on the one hand, employees' desire to improve the quality of their lives by allowing for a better balance between family and work commitments and, on the other hand, employers' wishes to improve productivity, quality, customer satisfaction and profitability.

Some family-friendly provisions represent potentially complex arrangements and, consequently, require an awareness of their many implications by all parties concerned.

Clauses found in collective agreements sometimes outline only general principles and guidelines regarding particular workplace arrangements. Specifics may have to be determined by the parties – usually by means of a joint union-management committee – outside the confines of the collective bargaining process.

Although language in collective agreements often mimics labour standards, there is still substantial room for employers and unions to innovate by providing arrangements and benefits that are not covered by legislation. There often appears to be a recognition among negotiating parties that there is a need to go further than legislative requirements. This also demonstrates that the collective bargaining process still has an important role to play in the establishment of family-friendly practices.

Although all related to work and family issues, the arrangements analysed in the study can affect employees differently depending on what stage of their life they have reached, and may even be consciously geared to particular groups of workers, for example, expectant mothers and parents with young children. Nonetheless, a family-friendly provision need not accommodate only the needs of relatively young employees; middle-aged and older workers may also benefit from policies and practices designed to balance work and family obligations, such as flexible working arrangements, support for eldercare and pre-retirement vacations.

Several clauses that are designed to help employees with family responsibilities can also benefit other workers in achieving greater work-life balance. Flexible schedules and leave for personal reasons are cases in point. In this sense, the interests of employees with and those without family obligations are not always opposed–they may even be congruous. This means that attempts by unions and employers to improve the working conditions of employees with family responsibilities should not be viewed as a zero-sum game, where gains by this group are made at the expense of another.

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SELECTION OF RECENT CHANGES IN CANADIAN LABOUR LAWS

Adopted Bills, Regulations and Other Statutory Instruments

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New Brunswick: *An Act to Amend the Employment Standards Act*; Bill 21; Assented to December 20, 2000

This Act has brought a number of amendments to the *Employment Standards Act*. The most important amendments are as follows:

- The minimum vacation for employees with eight or more years of continuous employment with an employer has been increased from two to three weeks per year or a proportional period based on the number of months worked during the vacation pay year. Employees with less than eight years of continuous employment with an employer must still be given a minimum vacation of two weeks, or one day per month worked during the vacation pay year. They are also still eligible to receive an amount equal to 4.0 per cent of wages earned in the vacation pay year, whereas employees with eight years or more of continuous employment must be paid 6.0 per cent, at least one day before a vacation begins.

- The maximum child care leave (i.e. parental leave) that may be requested by an employee upon the birth or adoption of a child has been increased from 12 to 37 consecutive weeks. This leave can be shared between both parents. The combined period of maternity and child care leave for the same birth, whether shared or not, may not exceed 52 weeks. It should be noted that provisions that previously allowed an employee, subject to some conditions, to extend a child care leave for up to five consecutive weeks (i.e., if a new-born or adopted child suffered from a physical, emotional or psychological condition requiring parental care) have been repealed.

- Upon request, an employer is required to grant an employee up to five days of unpaid sick leave per year if the employee has been in his/her employ for more than 90 days. The employer can require that an employee provide a medical certificate if a sick leave of four or more consecutive days is requested.

- Upon request, an employer is required to grant an employee up to three days of unpaid family responsibility leave per year. This applies to responsibilities related to the health, care or education of a person in a close family relationship with the employee.

- An employer is required to grant an employee unpaid court or jury duty leave. This applies when an employee is called for jury selection, required to serve as a juror, or is served with a summons to appear as a witness. An employer who grants court or jury duty leave with pay may require that the employee reimburse him/her any amount received as a jury or witness fee, with the exception of sums received for travel, meal or accommodation expenses.

- The maximum unpaid bereavement leave that must be granted to an employee upon the death of a person in a "close family relationship" with the employee has been increased from three to five days. The bereavement leave provision does not refer anymore to specific relatives (i.e. child, parent, spouse). Likewise, there is no longer a separate category – with a shorter leave duration – for more distant relatives (which previously included siblings, grand-parents and in-laws).

- As has been the case for employees who are granted vacation, bereavement or child care leave, those who take sick leave, family responsibility leave, or court or jury duty leave, in accordance

with the Act, are protected from dismissal, suspension or lay off when such disciplinary action is based on reasons arising from the leave alone. Furthermore, as well as retaining and continuing to accrue seniority, employees are now deemed to have been continuously employed with the same employer during the leave of absence.

This Act came into effect on December 31, 2000.

Ontario: *Labour Relations Amendment Act (Construction Industry), 2000*; Bill 69 Assented to December 4, 2000

This Act contains amendments to provisions of the *Labour Relations Act, 1995* dealing specifically with the construction industry.

Amendments contained in the Act concern what consideration is to be given by the Ontario Labour Relations Board to family relationships and key individuals in applications under the "related employer" and "sale of the business" provisions of the Act where one of the entities is an employer with which a construction trade union, council of construction trade unions or affiliated bargaining agent or employee bargaining agency has bargaining rights with respect to construction work.

New sections apply with respect to work in the residential sector of the construction industry in the City of Toronto, the regional municipalities of Halton, Peel, York and Durham and the County of Simcoe. These sections provide for the following:

- All collective agreements that are to expire before April 30, 2004 and that apply to residential construction work, in the above-cited areas, are deemed to expire with respect to that work on April 30, 2001. They are to expire every three years from that date. Normal collective bargaining procedures remain in place, except as mentioned below.

- For the 2001 round of bargaining only, a strike or lockout is prohibited after June 15, 2001. If no agreement is reached by that date, the matters in dispute may be referred to binding arbitration by either party. The parties may jointly appoint an arbitrator and agree on a method of arbitration (i.e., mediation-arbitration, final offer selection or any other method). If the parties cannot agree on an arbitrator or on a method of arbitration, at the request of either party, the Minister of Labour will appoint an arbitrator and the method of arbitration will be prescribed by regulations.

Under a new section of the Act, the Lieutenant Governor in Council may make a regulation deeming bargaining rights held by an employee bargaining agency and its affiliated bargaining agents to be abandoned with respect to an employer or a class of employers in the industrial, commercial and institutional sector of the construction industry. The regulation may apply to all or part of Ontario. This new section is scheduled to be repealed one year after it comes into force.

New provisions deal with a process for local amendments to provincial collective agreements to remove any competitive disadvantage in the industrial, commercial and institutional sector. An employer bargaining agency or a designated regional employers' organization may apply to an affiliated bargaining agent to agree to amendments to the provincial agreement with respect to certain kinds or all kinds of work performed by employees represented by the affiliated bargaining agent, certain markets or all markets in the sector and certain locations or all locations within the geographic jurisdiction of the affiliated bargaining agent. No application may be made during the period of 120 days before the provincial agreement ceases to operate. The application may seek only amendments that concern specified matters (e.g., wages, including overtime pay and shift differentials, hours of work, accommodation and travel allowances, etc.). An interest arbitration procedure is provided if the parties are unable to agree on amendments. If the arbitrator finds that the provisions of the provincial agreement render employers who are bound by it at a competitive disadvantage, the final offer selection method will be used. These arbitration provisions apply only with respect to provincial agreements that come into operation after December 16, 2000 (i.e., those agreements that will take effect after April 30, 2001).

In addition, a new section, that has not yet been proclaimed into force, will permit an employer who is bound by a provincial agreement to elect to have certain provisions set out in that section deemed to be included in the provincial agreement. These provisions will permit the employment of specified percentages of employees without going through the normal local union hiring hall process when fulfilling a contract for construction in the industrial, commercial and institutional sector of the construction industry.

The election may be made with respect to one or more, or all of the construction contracts under which the employer uses employees who perform work under the provincial agreement. The parties to a provincial agreement may agree that the employer will not make the election or that one or both of the percentages set out in those provisions will be lower. A strike or lock-out will not be permitted because there is a failure to reach an agreement on these issues (i.e. those relating to the percentages of employees). It will also be possible for the parties to agree to higher percentages.

Unless otherwise indicated, the amendments described above came into force on December 16, 2000.

Ontario: *Employment Standards Act, 2000*; Bill 147 Royal Assent December 21, 2000

This Act will be proclaimed on a date to be set by the government, except for the provision extending parental leave that came into force on December 30, 2000. The Act will repeal and replace the *Employment Standards Act*, which establishes minimum terms and conditions of employment. It will also repeal certain related employment law statutes, such as the *Industrial Standards Act*.

Most of the existing employment standards that are found in the *Employment Standards Act* are also contained in the *Employment Standards Act, 2000*. However, almost all of the provisions have been reworded in an attempt to make the new legislation easier to read and understand. Numerous administrative and housekeeping changes have also been made.

In a few cases, there are significant differences between the provisions of the *Employment Standards Act, 2000*, and those of its predecessor. Changes include the following:

- An employer will be required to post in at least one conspicuous place in every workplace under its control material prepared by the Ministry of Labour describing the rights of employees and obligations of employers under the Act.

- Employers will be permitted to pay wages by direct deposit into an employee's account if it is in a financial institution whose office or facility is located within a reasonable distance from the work location (or another institution with the employee's agreement). It will also be possible to provide statements of wages by electronic mail rather than in writing if employees can make a paper copy. The Act will provide that an otherwise proper deduction is invalid if it is required to be remitted to a third person and this was not done. The amount of wages having priority over the claims of all other unsecured creditors of an employer will be increased from $2,000 to $10,000 (the legislation will continue to specify that this does not apply with respect to a distribution made by a trustee under the federal *Bankruptcy and Insolvency Act*).

- Employers will no longer be required to obtain permits from the Ministry of Labour for homeworkers, but will still have to maintain a register of homeworkers employed. Such records will have to be retained for a period of three years after a homeworker ceases to be employed by the employer.

- The establishment of longer daily and weekly working hours than those prescribed or approved under the Act will be allowed without requiring, as was the case under the previous legislation, a permit from the Director of Employment Standards. Employees will have the right to refuse to work in excess of eight hours in a day (or the employee's regular work day – as established by the employer – if it is more than eight hours) or 48 hours in a week. The Act will also allow revocable agreements between employers and employees permitting the latter to work further hours up to a maximum of 60 hours (or such other number of hours prescribed by regulation) per week. The system requiring a permit from the Director of Employment Standards for hours of work in excess of those prescribed or approved under the Act will be eliminated.

- Employers will be required to allow employees specified daily and weekly rest periods: at least 11 hours per day (except for on-call employees), at least eight hours between shifts (except if the total time worked on successive shifts does not exceed 13 hours or an employer and employee agree otherwise), and at least 24 consecutive hours per work week or at least 48 consecutive hours in each period of two consecutive work weeks. Both the limits on hours of work and the requirement to provide a period free from performing work will be subject to an exception in emergency situations. Moreover, the part of the new Act dealing with retail business establishments will no longer specifically provide for at least 36 consecutive hours of rest per seven-day period for retail employees.

- The Act will continue to require a 30-minute meal break, but, if the employee agrees, will allow this to be broken into two eating periods that together total at least 30 minutes in each five-hour period.

- Overtime will generally remain payable after 44 hours of work in a week. However, an employer and an employee will be able to agree to average hours of work over a period of up to four weeks for the purpose of determining any overtime pay. An averaging agreement will not be valid unless it provides for an expiry date; in the case of a non-unionized employee, its duration may not exceed two years, although it may be renewed. No such agreement may be revoked before it expires, unless both parties agree. The employer and the employee will also be able to agree that the latter be compensated for overtime hours by taking paid time off work at time and a half instead of overtime pay. The paid time off work will have to be taken within three months of the week in which the overtime was earned or within 12 months if the employee agrees.

- Qualifying conditions will be eliminated for public holidays, with two exceptions. First, an employee will have to work his/her regularly scheduled shifts before and after the holiday in order to be entitled to pay for the public holiday. Second, an employee will not be entitled to public holiday pay if he/she had agreed to work on that day and then failed to do so. Neither exception will apply where the employee had reasonable cause for not working. The amount of public holiday pay will be equal to the total regular wages and vacation pay payable to the employee in the four work weeks prior to the work week in which the public holiday occurred, divided by 20 (or another method of calculation, if prescribed by regulation).

- The minimum annual vacation will continue to be a two-week period or two periods of one week each; however, the vacation may be taken in shorter periods if the employee makes a request to that effect in writing and the employer agrees to it. In the latter case, the number of vacation days to which an employee is entitled will be based on the number of days in his/her regular work week or, if there is no regular work week, on the average number of days worked per week in the four months immediately preceding the first day of vacation.

- Pregnancy leave provisions will be adjusted to allow leave to start on the day of a live birth if it is earlier than 17 weeks before the due date. Except in instances of constructive dismissal, an employee who takes pregnancy leave may not terminate her employment before the leave expires or, when it expires, without giving the employer at least four weeks' written notice of the termination.

- Parental leave duration has been increased for employees whose child was born or first came into their care, custody and control on or after December 31, 2000, and who have been employed by their employer for at least 13 weeks. These employees are now entitled to 35 weeks of parental leave, if they have also taken pregnancy leave, or 37 weeks if they have not (compared to 18 weeks previously). An employee may begin parental leave no later than 52 weeks (previously 35 weeks) after the day the child is born or comes into his/her custody, care and control for the first time. However, an employee who has taken pregnancy leave must still take pregnancy and parental leave consecutively, unless the child has not yet come into her custody, care and control. Except in instances of constructive dismissal, an employee who takes parental leave may not terminate his/her employment before the leave expires or when it expires without giving the employer at least four weeks' written notice of the termination.

- The new Act will also provide for up to 10 days' emergency leave a year for an employee whose employer regularly employs 50 or more employees. This leave without pay may be taken because of personal medical reasons, the death, illness or injury of a child, spouse, same-sex partner, parent, grandparent, grandchild, sibling or of other specified relatives, or an urgent matter concerning any of these individuals.

- The wording in the notice of termination and severance pay provisions of the previous legislation was revised to improve clarity, and new definitions (e.g., what constitutes a temporary lay-off) have also been included. An employee who is on temporary lay-off may no longer be considered to have had his/her employment terminated merely because he/she was not provided with a recall date at the time of lay-off.

- The Act will provide for a new general anti-reprisal provision, which can be enforced by an employment standards officer, who may order that an employee be reinstated and/or compensated. (In the previous Act, the general prohibition against reprisals could only be enforced through prosecution). Officers may also issue a notice of contravention against an employer where a violation is found concerning an employee who is not represented by a trade union; the notice will impose a monetary penalty that will have to be paid if the employer does not apply for review by the Ontario Labour Relations Board within the prescribed period or if the notice is reviewed and upheld.

- The maximum fine under the Act for an individual will remain at $50,000; however, corporations will be subject to a maximum $100,000 fine for a first offence, and will be subject to increasing fines for subsequent offences that may reach up to $500,000. The maximum jail term that may be imposed by the court on an individual will be increased from 6 to 12 months. An employer who fails to comply with a reinstatement and/or compensation order made by a court will be subject to a maximum fine of $2,000, or $4,000 in the case of a corporation, for each day during which the failure to comply continues.

Changes to Parental Leave Provisions in Provincial Labour/Employment Standards Legislation

In addition to the federal jurisdiction and British Columbia (as mentioned in the Fall 2000 issue of the *Workplace Gazette*) as well as Ontario and New Brunswick (as mentioned earlier), the provinces of Manitoba, Newfoundland, Nova Scotia and Prince Edward Island have amended their legislation to extend the maximum duration of parental leave, thereby allowing eligible employees to take full advantage of the new EI parental benefits as of December 31, 2000.

Similarly, Alberta's *Maternity and Parental Leave Regulation* that came into force on February 7, 2001, provides job-protected parental leave for the first time in that province (previously, Alberta had only legislated maternity and adoption leave). This leave applies in the case of children born or adopted on or after December 31, 2000. Eligible natural and adoptive parents are now entitled to 37 weeks of parental leave, which may be combined with 15 weeks of maternity leave for birth mothers.

Saskatchewan has indicated that it will amend its *Labour Standards Act* in the spring of 2001 to extend the duration of parental leave. The three territories are reviewing the matter; as of mid-February, they had not yet tabled any amendments to their labour/employment standards legislation. It should be noted that Quebec's labour standards legislation already provided 52 weeks of parental leave in addition to 18 weeks of maternity leave prior to the federal government's changes to EI parental benefits.

For additional information on recently adopted or proposed changes to Canadian Labour Laws, please visit the Labour Program Web site at:

http://labour-travail.hrdc-drhc.gc.ca/

and click on "Canadian Labour Law Information".

YESTERDAY AND TODAY

Work and Family: A Preoccupation

Suzanne Payette
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Fifty Years Ago...

The Labour Gazette reported on the theme of the annual Laval University Industrial Relations conference: Security in the Worker's Family.

The convention closed with the hope *" that family forces organize themselves for the common good... and that a vast union of families be set up in order to create a stronger bond and a better understanding between the various sections of society and to instill a consciousness of the reality of the family in the life of the nation... The tenets for such a reality include a permanent job, a permanent wage, a family dwelling worthy of human beings, and social security measures to protect their basic rights".*

Today...

Family issues and family responsibilities are still a high priority. In the January 26, 2001 Canadian Labour Congress Bulletin, Ken Georgetti, President, was advocating that Canada's working families expect action from government on five priorities: fair and modern employment insurance, access to training programs that maximize opportunities, trade agreements that value people, restoring confidence in public health care system, stronger communities and respect for the rights of working families and promotion and enforcement of workers' rights.

The Speech from the Throne delivered on January 30, 2001, addressed a number of issues. Canada and Canadians face the challenge of competing in a faster-paced, technology-driven world economy, of responding to economic uncertainty among our trading partners, of continuing to strengthen the fabric of our society and of advancing our Canadian interests and values in the international arena.

According to the Speech, government focus will be on building a world-leading economy driven by innovation, ideas and talent, creating a more inclusive society where children get the right start in life, where quality health services are available to all and where Canadians enjoy strong and safe communities, ensuring a clean, healthy environment, enhancing our voice in the world and our shared sense of citizenship. Even more so today, work and family continue to be a timeless preoccupation.

The complete **Speech from the Throne** is available at
< http://www.sft-ddt.gc.ca/sftddt_e.htm >.

Workplace Information

Information sur les milieux de travail

INFORMATION PRODUCTS AND CLIENT SERVICES

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The Workplace Information Directorate is your source for up-to-date, customized information on industrial relations and collective bargaining.

By meeting your specific research needs, we can assist you in preparing for the resolution of issues at the bargaining table. We can also help you keep abreast of developments in the industrial relations field through our information service and publications. Our resources are used by negotiators, researchers, economists, consultants, journalists, teachers and many others.

Wage Settlements Bulletin

A monthly publication providing the most up-to-date information and analysis of major wage developments in collective bargaining in Canada. The Bulletin is a valuable and recognized reference source providing statistical and analytical information illustrated with useful charts and tables on recent wage developments in Canada. The aggregate data and details are published in the following groupings: public and private sectors, regions and jurisdictions, and major industry groups. Annual subscription: Canada, $200 plus 7% GST ($214); other countries, U.S. $200. (Available by fax or by mail).

Workplace Gazette

A quarterly publication providing data on wage adjustments from major collective bargaining settlements by public and private sectors, by region, by jurisdiction and by major industry; detailed analysis of selected provisions in major agreements; information on innovative workplace practices in Canada resulting from collective bargaining; a quarterly calendar of major collective agreement expiries and reopeners; and, a chronological perspective on work stoppages in Canada. It also features articles or case studies on pertinent industrial relations matters. Annual subscription: Canada, $125 plus 7% GST ($133.75); other countries, U.S. $125.

Collective Bargaining Bulletin

A monthly publication containing timely information based on recently signed major collective agreements in Canada. The publication focuses on summaries of changes to wages and benefits in selected settlements, the status of key negotiations as well as data on work stoppages in Canada. In addition, a listing of formal and up-to-date reports of major settlements is provided and copies are available by calling the Workplace Information Directorate at 1-800-567-6866 or (819) 997-3117. Annual subscription: Canada, $50 plus 7% GST ($53.50); other countries, U.S. $50.

For further information, contact the Workplace Information Directorate:

1-800-567-6866 or (819) 997-3117

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